

**ADAMS COUNTY
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 17 day of DEC, 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, **PLM ASPHALT & CONCRETE, LLC CO.**, located at 3313 Moline Street, Aurora, Colorado 80010, 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: 2019.256
GENERAL CONTRACTOR -Construct Taxiway R3**

- 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 services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of **four hundred eighty-five thousand three hundred fifty-two dollars and seventy-five cents (\$485,352.75)**.

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 Amount | | Daily Charge Amount |
|---|---------------------|------------------------|
| From More Than | Up To and Including | |
| 0 | 150,000 | 500 |
| 150,000 | 250,000 | 600 |
| 250,000 | 500,000 | 800 |
| 500,000 | 1,000,000 | 1,400 |
| 1,000,000 | 2,000,000 | 2,000 |
| 2,000,000 | 4,000,000 | 3,300 |
| 4,000,000 | 10,000,000 | 3,900 |
| 10,000,000 | and up | 3,900* |
| * plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000 | | |

- 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.

16. INDEPENDENT CONTRACTOR

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

17. INDEMNIFICATION

17.1. 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.

18. INSURANCE

18.1. 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.

18.1.1. 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

18.1.2. 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

18.1.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable

18.1.4. 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.

- 18.2. 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.
- 18.3. 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.
- 18.4. 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

19. TERMINATION

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

20. **BONDING:**

- 20.1. 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.

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: PLM Asphalt & Concrete, LLC
Contact: Mr. Van Miranda, Senior Estimator
Address: 3313 Moline Street
City, State, Zip: Aurora, Colorado 80010
Phone: 303.287.0777
E-mail: vmiranda@plmus.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.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

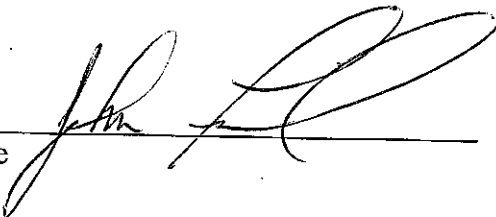
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

PLM Asphalt & Concrete, LLC
Company Name

December 3, 2019
Date

John Frink
Name (Print or Type)


Signature

Vice President
Title

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

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'Donoghue
Chair

12/17/19
Date

**CONTRACTOR
PLM ASPHALT & CONCRETE, LLC.**

By: John Frink
Name (Print or Type)
[Signature]
Authorized Signature

December 3, 2019
Date:
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:

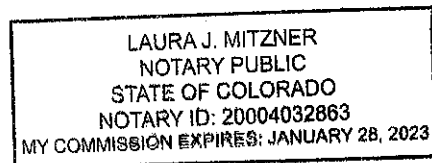
COUNTY OF Adams)
STATE OF Colorado) SS.
)

Signed and sworn to before me this 3rd day of December, 2019,

by John Frink, VP

Notary Public Laura J. Mitzner

My commission expires on: January 28, 2023



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

Attachments:

1. Pricing Form dated August 20, 2019
2. Subcontractor/Materials Supplier List
3. Amendment One, dated August 13, 2019
4. Technical Specifications – Construct Taxiway R3, dated, June 6, 2019
5. Drawings, dated 06/07/2019
6. Contractor's Certification of Compliance, dated August 20, 2019
7. Contractor's Signature Page, dated August 20, 2019



ADAMS COUNTY

COLORADO

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

INVITATION FOR BID: 2019.256

PRICING FORM

Company Name: Pm Asphalt & Concrete, LLC

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.

| <u>Item</u> | <u>Description</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|--|---------------------------|------------------------------|-------------------------------|
| 1 | 201-00001 Clearing and Grubbing | 4.5 AC | \$ <u>1,500⁰⁰</u> | \$ <u>6,750⁰⁰</u> |
| 2 | 202-00230 Cold Milling- Partial Depth | 395 SY | \$ <u>10⁶⁰</u> | \$ <u>4,187⁰⁰</u> |
| 3 | 202-00231 Placement of Millings (6 inches) from Existing Stockpile | 5040 SY | \$ <u>9⁵⁰</u> | \$ <u>47,880⁰⁰</u> |
| 4 | 202-00232 Cold Milling (Depth Varies) And Replacement of Millings (6 inches) | 1540 SY | \$ <u>5⁸⁰</u> | \$ <u>8,932⁰⁰</u> |
| 5 | 202-00809 Remove Retroreflective Marker | 2 EA | \$ <u>101⁵⁰</u> | \$ <u>203⁰⁰</u> |
| 6 | 203-00000 Unclassified Excavation | 450 CY | \$ <u>17⁴⁰</u> | \$ <u>7,830⁰⁰</u> |
| 7 | 203-00060 Embankment Material (Complete In Place) | 2775 CY | \$ <u>15⁶⁰</u> | \$ <u>43,290⁰⁰</u> |
| 8 | 207-00205 Topsoil | 1815 CY | \$ <u>7²⁰</u> | \$ <u>13,975⁵⁰</u> |
| 9 | 208-00002 Erosion Log Type 1 (12 Inch) | 2565 LF | \$ <u>5⁷⁵</u> | \$ <u>14,748⁷⁵</u> |
| 10 | 208-00050 Culvert Protection | 1 EA | \$ <u>625⁵⁰</u> | \$ <u>625⁵⁰</u> |
| 11 | 208-00200 Erosion Control Management | 1 LS | \$ <u>1,169⁰⁰</u> | \$ <u>1,169⁰⁰</u> |
| 12 | 212-00030 Seeding | 4 AC | \$ <u>625⁵⁰</u> | \$ <u>2,502⁰⁰</u> |
| 13 | 213-00011 Mulching (Hydraulic) | 4 AC | \$ <u>1,980⁰⁰</u> | \$ <u>7,920⁰⁰</u> |
| 14 | 217-00000 Herbicide Treatment | 5040 SY | \$ <u>0³⁰</u> | \$ <u>1,512⁰⁰</u> |

PRICING FORM
BASE YEAR *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

| <u>Item</u> | <u>Description</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|---|---------------------------|-------------------------------|--------------------------------|
| 15 | 403-34751 Hot Mix Asphalt (Grading SX) (75)(PG 64-28) | 1925 TONS | \$ <u>115⁰⁰</u> | \$ <u>221,375⁰⁰</u> |
| 16 | 411-10253 Emulsified Asphalt (CSS-1H) | 590 GAL | \$ <u>4⁵⁰</u> | \$ <u>2,655⁰⁰</u> |
| 17 | 420-00133 Geotextile (Separator)(Class 2) | 5040 SY | \$ <u>2²⁰</u> | \$ <u>11,088⁰⁰</u> |
| 18 | 612-00055 Install Retroreflective Marker | 33 EA | \$ <u>1,042⁰⁰</u> | \$ <u>34,386⁰⁰</u> |
| 19 | 613-04011 Install 2-3" Concrete Encase Spare Conduit | 62 LF | \$ <u>208⁵⁰</u> | \$ <u>12,927⁰⁰</u> |
| 20 | 614-00000 Install Stake Mounted Direction /Guidance Signs | 3 EA | \$ <u>3,474⁰⁰</u> | \$ <u>10,422⁰⁰</u> |
| 21 | 626-00000 Mobilization | 1 LS | \$ <u>30,975⁰⁰</u> | \$ <u>30,975⁰⁰</u> |

TOTAL BID BASE YEAR \$ 485,352⁷⁵

In addition to above bid pricing, bidder offers a prompt cash payment discount of 0%
 days, or net 30 days.

SUBCONTRACTOR/MATERIAL SUPPLIER LIST

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

[illegible]

***GRS - Annual Gross Receipts**

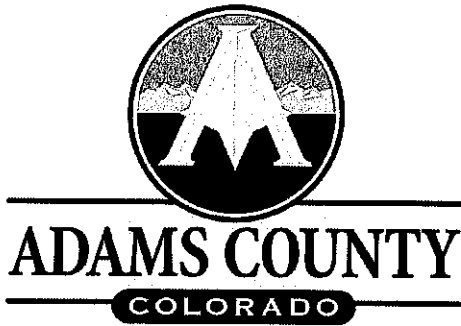
Enter 1 for less than \$1 million

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



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, August 13, 2019

IFB Number: IFB-HE-2019.256

IFB Title: **GENERAL CONTRACTOR**
Construct Taxiway R3

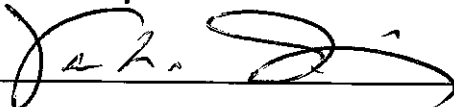
Bid will be received until: Tuesday, August 20, 2019, at 2:00 p.m.
Colorado Air and Space Port
5200 Front Range Parkway, 1st Floor
Watkins, Colorado 80137

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: PLM Aschmitt Concrete, LLC

Authorized Representative's Signature: 

Title: PM/Sr. Estimator Date: 8/20/19

ADAMS COUNTY

IFB-HE-2019.256

GENERAL CONTRACTOR - Construct Taxiway R3

A. Addendum One (1) is being issued to provide a sub-contractor form for IFB-HE-2019.256, use the attached form and submit with your bid.

B. Addendum One is issued to provide the attached copies of the following:

1. Questions and Responses received for IFB-HE-2019-256 by Wednesday, July 31, 2019.
2. List of attendees at the Pre-Bid Conference and Site Visit on Wednesday, July 24, 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.

Q1. When is the expected Notice to Proceed?

R1: This project is expected to be completed in the fall of 2019.

Q2. Is there a DBE requirement?

R2: This is not a federal project, therefore DBE requirements, Buy America, or Davis Bacon Wage Rates do not apply. Only typical Adams County requirements, CDOT specifications, and the requirements listed in the plan drawings and special provisions provided in the solicitation to bid apply to this project.

Q3. Please clarify whether the County wants to place polymer modified asphalt mix's for the full depth of the asphalt paving. Typically the bottom lifts are not modified. If non modified mix designs are allowed please update the bid schedule to add in the amount of bottom lift non modified asphalt.

R3: The Contractor is to place polymer modified asphalt mix for the full depth of the asphalt paving.

Q4. Will the County require density tests on the Asphalt Millings compacted into place, as results can vary widely. Would the County accept proof roll testing for the millings on each lift?

R4: Density tests will be required on the asphalt millings placed as base course as described in the Section 202.09 Special Provision. Add the following language to the end of the Section 202.09 Special Provision: "Prior to placement of hot mix asphalt, the Contractor shall proof roll the asphalt millings in the presence of the Engineer using the same requirements as described Section 203.08."

Q5. Item 613-04011 Install 2-3" Concrete Encase Spare Conduit, is it either 2 or 3" and what is it made of?

R5: Work Item 613-04011 shall consist of two (2) separate parallel conduits consisting of 3-inch diameter Schedule 40 PVC, concrete encased.

PLAN HOLDERS LIST

| Organization Name | City | Province/State |
|--|------------------|-----------------------|
| Schmidt Construction Company | Colorado Springs | Colorado |
| COLORADO BARRICADE CO. | Denver | Colorado |
| Drill Tech Drilling & Shoring, Inc. | Antioch | California |
| Western States Reclamation, Inc | Frederick | Colorado |
| Lawson Construction Company | Longmont | Colorado |
| NRMCA | Aurora | Colorado |
| Millstone Weber, LLC | Centennial | Colorado |
| Rocky Mountain Resources | Denver | Colorado |
| Brannan Sand & Gravel Company | Denver | Colorado |
| Jviation, Inc. | Denver | Colorado |
| Proline West Inc | Loveland | Colorado |
| Tricon 2, llc | Castle Rock | Colorado |
| Iron Woman Construction | Denver | Colorado |
| Accurate Estimating Sevices, Certified Estimates | Lakewood | Colorado |
| jags enterprises, inc. | greeley | Colorado |
| Green Earth Environmental | Greeley | Colorado |
| ARDENT TECHNOLOGIES INC | Dayton | Ohio |
| Catamount Constructors | Lakewood | Colorado |
| P&H Equipment | Denver | Colorado |
| Interstate Highway Construction, Inc. | Englewood | Colorado |
| L.G. Everist, Inc | Henderson | Colorado |
| Environmental Logistics | Denver | Colorado |
| American West Construction, LLC | Denver | Colorado |
| Lindsay Precast, Inc. | Colorado Springs | Colorado |
| IDMC | Grand Junction | Colorado |
| Sunnyside Builders LLC | Denver | Colorado |
| Jebro Incorporated | Cheyenne | Wyoming |
| Hudick Excavating, Inc. | Castle Rock | Colorado |
| Northstar Concrete | Loveland | Colorado |
| VILLALOBOS CONCRETE, INC. | DENVER | Colorado |
| Bryan Construction | Colorado Springs | Colorado |
| Jalisco International, Inc. | Commerce City | Colorado |
| Bosco Constructors, Inc. | Denver | Colorado |
| AP Wyoming | Cheyennne | Wyoming |
| Contractors Register, Inc. | Jefferson | New York |

| Organization Name | City | Province/State |
|--|----------------|-----------------------|
| | Valley | |
| Universal Industrial Sales, Inc. | Pleasant Grove | Utah |
| Silva Construction, Inc. | Brighton | Colorado |
| Construction Reporter, LLC | Albuquerque | New Mexico |
| Whitestone Construction Services, Inc. | Boulder | Colorado |
| AB Underground | LaSalle | Colorado |
| Allied Recycled Aggregates | Commerce City | Colorado |
| Hi-Lite Airfield Services, LLC | Adams Center | New York |
| Green Dream International LLC | Alexandria | Virginia |
| HPM, Inc. | Centennial | Colorado |
| ABCO Contracting, Inc. | Denver | Colorado |
| GLH Construction, Inc. | Windsor | Colorado |
| Martin Marietta Materials | Lakewood | Colorado |
| Kelley Trucking Inc. | Golden | Colorado |
| Morton Electric Inc | pueblo | Colorado |
| Flatiron Constructors, Inc. | Broomfield | Colorado |

TECHNICAL SPECIFICATIONS

PROJECT NAME: CONSTRUCT TAXIWAY R3

Schedule I
Construct Taxiway R3

Colorado Air & Space Port
Watkins, Colorado



Sponsored By:

Adams County

JVIATION®

900 S. Broadway, Suite 350
Denver, CO 80209

Main 303.524.3030
Fax 303.524.3031

Issued for Bid
June 6, 2019

JVIATION.COM

SECTION 201 CLEARING AND GRUBBING

The following special provisions apply for 201 Clearing and Grubbing.

Provision Section: 201.03 (a)

Section Title: Area Basis

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section: "Topsoil stripping and stockpiling shall not be measured or paid for separately but shall be considered incidental to clearing and grubbing operations. Handling of topsoil will only be paid for once regardless of how many times the Contractor is required to handle topsoil due to construction operations."

Provision Section: 201.04

Section Title: Basis of Payment

Paragraph, Sentence: 5, 1

Provision: Add the following language after "Payment will be made under:"

"REFER TO APPENDIX P FOR ITEM DESCRIPTIONS."

****END OF ITEM 201 SECTION REVISION****

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

NOTE: This project shall be constructed using Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, 2017 Edition. The Contractor shall ensure that sufficient copies of this manual are readily available onsite at all times during construction. Any special provisions as listed below to the CDOT specifications contained within these Technical Specifications shall govern and will be used in the final decision making for the project. Any references to other CDOT specifications contained within the below specifications will also become incorporated into this project.

| <u>SECTION</u> | <u>TITLE</u> |
|----------------|--|
| 201 | CLEARING AND GRUBBING |
| 202 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS |
| 203 | EXCAVATION AND EMBANKMENT |
| 207 | TOPSOIL |
| 208 | EROSION CONTROL |
| 212 | SEEDING |
| 213 | MULCHING |
| 217 | HERBICIDE TREATMENT |
| 401 | PLANT MIX PAVEMENTS – GENERAL |
| 403 | HOT MIX ASPHALT |
| 411 | ASPHALT MATERIALS |
| 420 | GEOSYNTHETICS |
| 612 | DELINEATORS AND REFLECTORS |
| 613 | LIGHTING |
| 614 | TRAFFIC CONTROL DEVICES |
| 626 | MOBILIZATION |
| | APPENDIX P |

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

The following special provisions apply for 202 Removal of Structures and Obstructions.

Provision Section: 202

Section Title: Removal of Structures and Obstructions

Paragraph, Sentence: All

Provision: Change all references from "planing" to "milling".

Provision Section: 202.09

Section Title: Removal of Asphalt Mat (Milling)

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section:

"Placement and shaping of millings shall be completed in lifts not to exceed 6-inches and shall be placed loosely and shaped per the following paragraphs.

The surface shall be of such smoothness that it will not vary more than 0.05 feet (3 mm) from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

A 12-foot straight edge shall be provided by the contractor and made available to the engineer at all times for testing of surface smoothness tolerances.

Prior to placement of millings, the underlying materials shall be prepared per Section 203 and the project drawings. Once the subgrade areas have been accepted by the Contractor and the Resident Engineer, asphalt millings shall then be placed. The Contractor shall not receive any additional compensation for re-handling of the asphalt millings.

Placement, shaping and compaction of millings shall be completed in lifts not to exceed 6 inches, and shall be placed at a density of not less than 95 percent of the maximum dry density as determined by AASHTO T 180. The material to be compacted shall be within +/- 2 percent of optimum moisture content before rolling operations to obtain the prescribed compaction. Density tests for acceptance purposes shall be taken once every 500 square yards of compacted millings. All acceptance testing for placement of millings shall be done by a laboratory hired by the Contractor. All testing for quality control shall be done by a laboratory hired by the Contractor.

If nuclear density machines are to be used for density determination, the machines shall be calibrated in accordance with ASTM D 6938. The nuclear equipment shall be calibrated using blocks of materials with densities that extend through a range representative of the density of the proposed embankment material."

SECTION 203 EXCAVATION AND EMBANKMENT

The following special provisions apply for 203 Excavation and Embankment.

Provision Section: 203.07 (a)

Section Title: Soil Embankment

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section:

“In excavation and embankment sections, subgrade under areas to be paved as shown in the plans shall be compacted to a depth of 12-inches and to a density of not less than 95 percent of the maximum density as determined by AASHTO T 180 as modified by CP 23. The material to be compacted shall be within ± 2 percent of optimum moisture content before rolled to obtain the prescribed compaction (except for expansive soils). This item includes the removal, blending/processing and re-compaction of 12” of material under proposed pavement sections.

The in-place field density shall be determined in accordance with ASTM D 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade. The finished grading operations, conforming to the typical cross section, shall be completed and maintained at least 1,000 feet (300 m) ahead of the paving operations or as directed by the Engineer.

All acceptance testing for embankments, excavations, and subgrades, shall be done by a laboratory hired by the Contractor. All testing for quality control shall be done by a laboratory hired by the Contractor.

Construction of subgrade shall be by maximum 8-inch lifts and minimum 3-inch lifts. In order to achieve uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Samples of all subgrade materials for testing will be taken for each 500 square yards for acceptance. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct subgrade density.”

Provision Section: 203.07 (d)

Section Title: Surface Tolerances

Paragraph, Sentence: After section (c)

Provision: Add the following language:

“In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and

SECTION 207 TOPSOIL

The following special provisions apply for 207 Topsoil.

Provision Section: 207.04

Section Title: Method of Measurement

Paragraph, Sentence: All

Provision: Replace this section in its entirety with the following language:

“Topsoil stockpiled from clearing and grubbing operations shall be hauled and placed directly upon completed cut and fill slopes. Placed topsoil shall be measured by the volume in cubic yards placed in its final location.”

Provision Section: 207.05

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after “Payment will be made under.”:

“REFER TO APPENDIX P FOR ITEM DESCRIPTIONS.”

****END OF ITEM 207 SECTION REVISION****

SECTION 208 EROSION CONTROL

The following special provisions apply for 208 Erosion Control.

Provision Section: 208.11

Section Title: Method of Measurement and Payment

Paragraph, Sentence: After last

Provision: Add the following language in its entirety at the end of the section:

“Culvert protection will be measured by the actual number installed as shown in the plans and accepted by the Engineer.”

Provision Section: 208.12

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after “Payment will be made under.”:

“REFER TO APPENDIX P FOR ITEM DESCRIPTIONS.”

****END OF ITEM 208 SECTION REVISION****

SECTION 212 SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING

The following special provisions apply for 212 Seeding, Fertilizer, Soil Conditioner, and Sodding.

Provision Section: 212.02 (a)

Section Title: Seed

Paragraph, Sentence: 2, 1

Provision: Replace the second paragraph in it's entirety with the following:

"Seeds shall be applied as follows:

| Seed Purity | Minimum Pure Live | Germination | Rate of Application |
|-------------|--------------------|-------------|---------------------|
| Percent | Seed (PLS) Percent | Percent | (PLS lbs/acre) |
| 95-97 | 85 | 82 | 29 |

TABLE 1

| Species | Variety | Lbs PLS/acre | % of Mix |
|--|--------------|-----------------|----------|
| Sideoats Grama (Bouteloua cruttipendula) | Vaughn | 0.8 | 10 |
| Blue Grama (Bouteloua gracilis) | Bad River | 0.05 | 2.5 |
| Blue Grama (Bouteloua Gracilis) | Hachita | 0.05 | 2.5 |
| Buffalo Grass (Buchloe dactyloides) | Cody | 0.7 | 2.5 |
| Buffalo Grass (Buchloe dactyloides) | Native - VNS | 0.7 | 2.5 |
| Distichlis spicata v. stricta (Inland Grass) | Native - VNS | 0.3 | 5 |
| Elymus lanceolatus v. lancelolatus (Thickspike Wheatgrass) | Critana | 1.1 | 11 |
| Elymus lanceolatus v psammophilus | Sodar | 1.0 | 10 |

SECTION 213 MULCHING

The following special provisions apply for 213 Mulching.

Provision Section: 213.05

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after "Payment will be made under:"

"REFER TO APPENDIX P FOR ITEM DESCRIPTIONS."

****END OF ITEM 213 SECTION REVISION****

SECTION 217 HERBICIDE TREATMENT

The following special provisions apply for 217 Herbicide Treatment.

Provision Section: 217.05

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after "Payment will be made under:":

"REFER TO APPENDIX P FOR ITEM DESCRIPTIONS."

****END OF ITEM 217 SECTION REVISION****

SECTION 401 PLANT MIX PAVEMENTS – GENERAL

The following special provisions apply for 401 Plant Mix Pavements – General.

Provision Section: 401.20

Section Title: Surface Smoothness

Paragraph, Sentence: Title

Provision: Revise title from “Surface Smoothness” to “Surface Smoothness and Grade”

Provision Section: 401.20

Section Title: Surface Smoothness and Grade

Paragraph, Sentence: All

Provision: Replace this section in its entirety with the following language:

“The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor shall use a 12-foot (3.7 m) straightedge. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day’s production placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the Engineer. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day’s production placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 403-4.15 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances of 1/4 inch (6 mm) less than the thickness indicated for the lift. Areas that have been ground shall be sealed with a surface treatment in accordance with Section 411. To avoid the surface treatment creating any

SECTION 403 HOT MIX ASPHALT

The following special provisions apply for 403 Hot Mix Asphalt.

Provision Section: 403.05

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after "Payment will be made under:"

"REFER TO APPENDIX P FOR ITEM DESCRIPTIONS."

****END OF ITEM 403 SECTION REVISION****

SECTION 411 ASPHALT MATERIALS

The following special provisions apply for 411 Asphalt Materials.

Provision Section: 411.05

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after "Payment will be made under:"

"REFER TO APPENDIX P FOR ITEM DESCRIPTIONS."

****END OF ITEM 411 SECTION REVISION****

SECTION 420 GEOSYNTHETICS

The following special provisions apply for 420 Geosynthetics.

Provision Section: 420.10

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after "Payment will be made under:":

"REFER TO APPENDIX P FOR ITEM DESCRIPTIONS."

****END OF ITEM 420 SECTION REVISION****

SECTION 612 DELINEATORS AND REFLECTORS

The following special provisions apply for 612 Delineators and Reflectors.

Provision Section: 612.02

Section Title: Materials

Paragraph, Sentence: After paragraph (b)

Provision: Add the following language to the end of the section:

“(c) Retroreflective Markers.

1. Airport lighting equipment and materials covered by FAA specifications shall have the prior approval of the Federal Aviation Administration, Airports Service, Washington, D.C. 20590, and shall be listed in Advisory Circular 150/5345-53 (current edition), Airport Lighting Equipment Certification Program, Appendix 3.
2. Advisory Circulars for the FAA specification equipment to be supplied are as follows:

CITED FAA SPECIFICATION - AC 150/5345-39B

EQUIPMENT NAME - Specification for L-853 Runway and Taxiway Retroreflective Markers

3. Retroreflective Markers. Taxiway edge markers shall be cylindrical, 24 inch overall height and be designed so that it will not cause damage to an aircraft if struck. The marker shall either be flexible or be mounted with a frangible coupling. The retroreflective material shall be high intensity blue with a vertical dimension of twelve or more inches. The combined length of blue bands may be used to meet the twelve-inch requirement. The tube shall be a light color and may be retroreflective to provide contrast. The marker shall be mounted on an angle iron stake or pipe support at least 18-inches long when installed in soil. Markers installed on pavement or on L-867 lids shall have a flat mounting plate to be secured by an adhesive.
4. Adhesive. When markers are installed on pavement or steel cover plates, the adhesive shall be compatible with the pavement and shall adhere to the metal base of the marker. The adhesive shall be two components and be durable for all weather extremes.

One product which has been used successfully is Hysol (#608 or #907) manufactured by Dexter. It is compatible with both concrete and asphalt pavements.”

Provision Section: 612.03

Section Title: Construction Requirements

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section:

“(a) Retroreflective Marker Installation. The retroreflective markers shall be installed at the locations shown on the plans or as directed by the Engineer and in accordance with the manufacturer's instructions. When the markers are to be installed in the vicinity of existing utilities, the Contractor shall locate all cable and ducts in the area prior to installation of the marker supports. Any damage

SECTION 613 LIGHTING

The following special provisions apply for 613 Lighting.

Provision Section: 613.11

Section Title: Method of Measurement

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section:

“Conduit encased in concrete shall be measured by the linear foot, and will include all conduit, spacers, concrete, and all labor, equipment and any other materials required to complete the work.”

Provision Section: 613.12

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after “Payment will be made under.”:

“REFER TO APPENDIX P FOR ITEM DESCRIPTIONS.”

****END OF ITEM 613 SECTION REVISION****

SECTION 614 TRAFFIC CONTROL DEVICES

The following special provisions apply for 614 Traffic Control Devices.

Provision Section: 614.04

Section Title: Sign Panels

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section:

“Taxiway stake mounted direction/guidance signs shall be supplied as shown in the plans.”

Provision Section: 614.10

Section Title: Taxiway Stake Mounted Direction/Guidance Signs

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section:

“(k) *Taxiway Stake Mounted Direction/ Guidance Signs.* Taxiway stake mounted direction/guidance signs shall be installed as shown in the plans.”

Provision Section: 614.13

Section Title: Method of Measurement and Payment

Paragraph, Sentence: After last

Provision: Add the following language to the end of the section:

“Stake mounted taxiway direction/guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the Engineer.”

Provision Section: 614.14

Section Title: Basis of Payment

Paragraph, Sentence: 2, 1

Provision: Add the following language after “Payment will be made under.”:

“REFER TO APPENDIX P FOR ITEM DESCRIPTIONS.”

****END OF ITEM 614 SECTION REVISION****

SECTION 626 MOBILIZATION

The following special provisions apply for 626 Mobilization.

Provision Section: 626.02

Section Title: Basis of Payment

Paragraph, Sentence: 10, 1

Provision: Add the following language after "Payment will be made under:"

"REFER TO APPENDIX P FOR ITEM DESCRIPTIONS."

****END OF ITEM 626 SECTION REVISION****

APPENDIX P: Pay Items

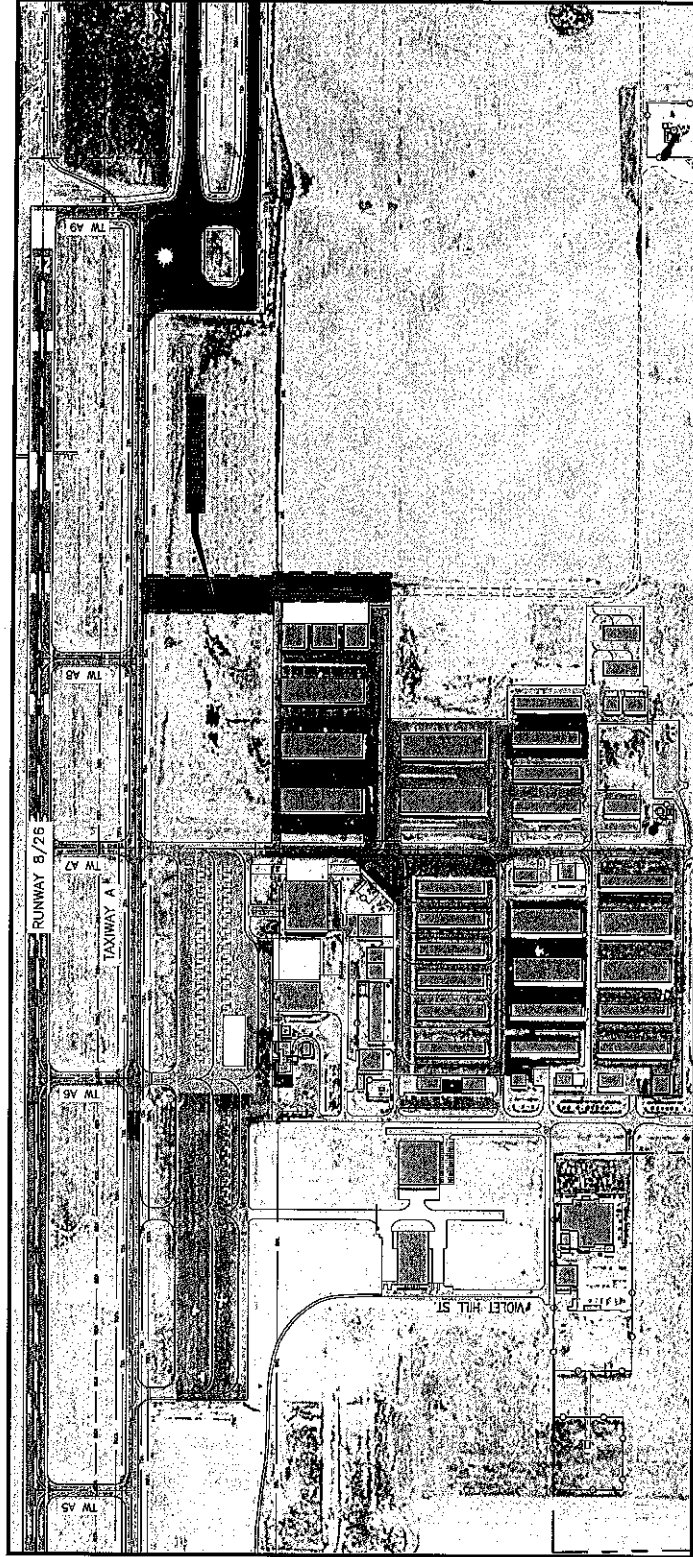
| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> |
|-------------|--|-------------|
| 201 | CLEARING AND GRUBBING | |
| 201-00001 | Clearing and Grubbing | AC |
| 202 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | |
| 202-00230 | Cold Milling - Partial Depth | SY |
| 202-00231 | Placement of Millings (6-inches) from Existing Stockpile | SY |
| 202-00232 | Cold Milling (Depth Varies) and Replacement of Millings (6-inches) | SY |
| 202-00809 | Remove Retroreflective Marker | EA |
| 203 | EXCAVATION AND EMBANKMENT | |
| 203-00000 | Unclassified Excavation | CY |
| 203-00060 | Embankment Material (Complete In Place) | CY |
| 207 | TOPSOIL | |
| 207-00205 | Topsoil | CY |
| 208 | EROSION CONTROL | |
| 208-00002 | Erosion Log Type 1 (12 Inch) | LF |
| 208-00050 | Culvert Protection | EA |
| 208-00200 | Erosion Control Management | LS |
| 212 | SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING | |
| 212-00030 | Seeding | AC |
| 213 | MULCHING | |
| 213-00011 | Mulching (Hydraulic) | AC |
| 217 | HERBICIDE TREATMENT | |
| 217-00000 | Herbicide Treatment | SY |
| 403 | HOT MIX ASPHALT | |
| 403-34751 | Hot Mix Asphalt (Grading SX)(75)(PG 64-28) | TON |
| 411 | ASPHALT MATERIALS | |
| 411-10253 | Emulsified Asphalt (CSS-1H) | GAL |
| 420 | GEOSYNTHETICS | |
| 420-00133 | Geotextile (Separator)(Class 2) | SY |
| 612 | DELINEATORS AND REFLECTORS | |
| 612-00055 | Install Retroreflective Marker | EA |

CONSTRUCTION PLANS FOR IMPROVEMENTS TO COLORADO AIR & SPACE PORT

WATKINS, COLORADO

PROJECT NAME: CONSTRUCT TAXIWAY R3

• SCHEDULE I •
CONSTRUCT TAXIWAY R3



JVIATION

900 S. BROADWAY
SUITE 350
DENVER, COLORADO 80209
PHONE: 303.524.3030
FAX: 303.524.3031

FOR THE
ADAMS COUNTY
COLORADO AIR & SPACE PORT
BY JVIATION, INC.
PREPARED FOR
ADAMS COUNTY
COLORADO AIR & SPACE PORT
CONSTRUCTION SUPERVISOR
MICHAEL J. GREGG
10000 E. 10TH AVENUE
DENVER, COLORADO 80231

ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING
PURPOSES ONLY. THEY WERE
PREPARED BY OR UNDER THE
SUPERVISION OF:

BRUCE E. JENSEN
REGISTERED PROFESSIONAL ENGINEER
NO. 42818
DATE: 08/07/2019
FOR AND ON BEHALF OF JVIATION, INC.

| | | | | | | | | | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--------------------------------|--|--|--|----------------------|--|-------------|--|--|--|
| JVIATION | | COLORADO AIR & SPACE PORT WATKINS, CO | | | | DES. B.T.L. DR: JHM CH: CLG APP: B.T.L. | | NO. BY DATE 1 BY 08/07/2019 | | ISSUE RECORD DESCRIPTION ISSUE FOR BID | | CONSTRUCT TAXIWAY R3 | | COVER SHEET | | SHEET NAME G001 SHEET NO. 1 of 21 | |
|-----------------|--|--|--|--|--|--|--|--------------------------------|--|--|--|----------------------|--|-------------|--|--|--|

GENERAL NOTES

- [illegible]

SUPPLY

- [illegible]

1

- THE ENGINEER'S ATTENTION IS DRAWN TO THE FACT THAT A RESOLUTION CAN BE OBTAINED PRIOR TO THE CONTRACTOR PROCEEDING WITH THE USE OF THIS EQUIPMENT AS A CONFORMANCE TO THE CONTRACTOR AND IN NO CASE DOES IT RELIEVE THE CONTRACTOR OF THE OBLIGATION OF MAINTAINING ALL EQUIPMENT AND QUALITY CONTROL REQUIREMENTS SHOWN IN THE PLANS, CONTRACT SPECIFICATIONS, AND ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS. ADDITIONAL INFORMATION SHALL BE IMMEDIATELY FURNISHED TO THE CONTRACTOR AT THE REQUEST OF THE ENGINEER AND CONTRACTOR'S DESIRE.
- AFTER EACH DAY OF CONCRETE POURING, THE ENGINEER WILL BE ADVISED BY THE CONTRACTOR OF THE VOLUME OF CONCRETE PLACED. ADDITIONALLY, AUTOMATIC CONTROL DEVICES SHALL BE CHECKED WITH REMOTE CONTROL POINT OR CONCRETE HUB AT A MINIMUM OF ONCE PER 400-FOOT (120-4) FEET PACE.

1

- [illegible]

PERMITTING

1. SPECIFIC ITEMS THAT WILL NEED TO BE COMPLETED BY THE CONTRACTOR INCLUDE BUT ARE NOT LIMITED TO SUPPORTING NECESSARY BIDDING, PAYMENT OF ALL FEES, REVIEW OF ALL CALCULATIONS AND ASSUMPTIONS MADE BY THE ENGINEER PRIOR TO AWARD. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO START OF WORK.
2. THE CONTRACTOR SHALL SUBMIT A COPY OF ALL PERMITS REQUIRED FOR THE PROJECT TO THE ENGINEER

REFERENCES

- [illegible]

MASTER LEGEND

- | | | | |
|-----|--------------------------|---|-----------------------------|
| == | EXISTING STORM PIPE | 3 | EXISTING PAIRED END SECTION |
| --- | EXISTING GAS LINE | Q | EXISTING REFLECTOR MARKER |
| --- | EXISTING ELECTRICAL LINE | M | REMOVE REFLECTOR MARKER |

- PROPOSED SPOT ELEVATION
EXISTING SPOT ELEVATION
- SEED AREA WITH HYDRO MULCH
- SA FM

ABBREVIATIONS

[illegible]

AVIATION®

COLORADO AIR &
SPACE PORT
WATKINS, CO

| | | | | | | |
|---|-------------|------------|----------------|------------------------------------|--|----------------------|
|  | DES: B.T.L. | | ISSUE RECORD | | GENERAL NOTES, MASTER LEGEND AND ABBREVIATIONS | SHEET NAME G5003 |
| | DR: A.H.M. | 1 | DATE | DESCRIPTION | | |
| CR: C.L.G. | 1 | 05/07/2019 | ISSUED FOR BID | | | SHEET NO. 3 of 21 |
| APP: B.E.T.M. | 1 | | | | JNATION PROJ. NO. 2019-FTG-D1 | |
| DATE OF INTERVIEW | | | | FOR AND ON BEHALF OF JNATION, INC. | | |

GENERAL NOTES,
MASTER LEGEND AND
ABBREVIATIONS

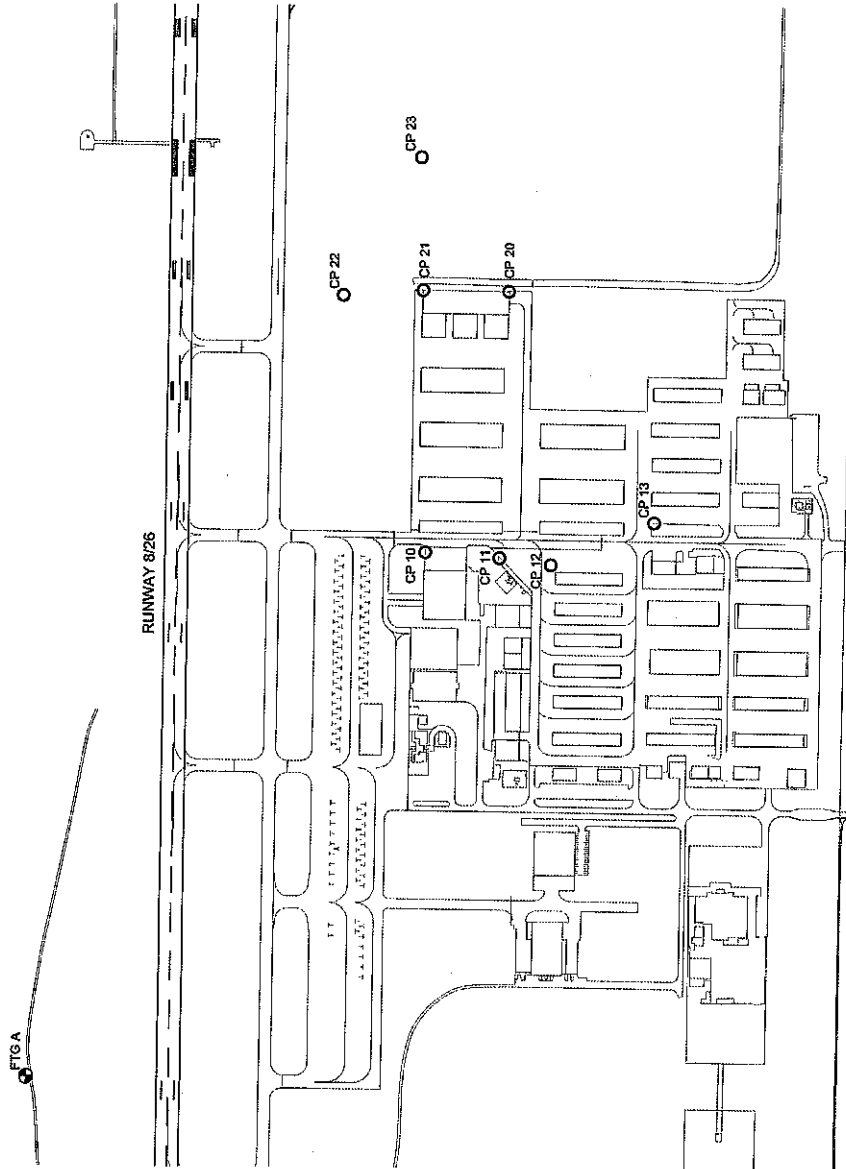
CONSTRUCT TAXIWAY R3

| | | |
|--|------------|---------|
| | SHEET NAME | G003 |
| | SHEET NO. | 3 of 21 |

NOTES:

1. THE HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON THE SURVEY CONTROL PLAN PREPARED BY PARAGON AEROSPACE, INC. IN 2012. NEIS PAGE STATION FIG A AND NEIS STATION FIG B WERE USED TO ESTABLISH HORIZONTAL CONTROL.
2. ELEVATIONS SHOWN HEREON ARE BASED ON NEIS STATION FIG A ELEVATION = 9480.77. ALL PROJECT CONTROL ELEVATIONS SHOWN HEREON ARE THE RESULT OF DIGITAL DIFFERENTIAL LEVEL LOOPS.
3. ALL PROJECT CONTROL POINTS ARE SET 1" COPPER PLUGS OR SET 2" ALUMINUM CAP ON 3" 4.5" REBAR.
4. THE FIELD SURVEY WAS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN THE STATE OF COLORADO. THE PURPOSE OF THIS SURVEY IS FOR IMPROVEMENTS OF THE FRONT RANGE AIRPORT.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY 105 WEST, INC. NOR IS IT INTENDED TO BE CONSTRUED AS A BOUNDARY SURVEY.
6. DATE OF FIELD SURVEY: MAY, 2017.
7. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN TWO YEARS OF THE DATE OF COMPLETION OF THIS SURVEY. IF NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF COMPLETION.
8. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO C.R.S.

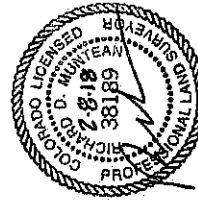
RUNWAY 8/26



| Point No. | Project Coordinates (North, East, Elev.) | Elev (ft) | Description |
|-----------|---|-----------|--|
| FIG A | 1,188,329.15 3,271,153.64 | 9480.77 | Found NEIS PACE FIG A |
| FIG B | 1,188,329.51 3,271,153.64 | 9471.53 | Found NEIS STATION FIG B (Not Shown) |
| 10 | 1,188,010.69 3,267,763.44 | 9471.53 | Found NEIS STATION FIG B (Not Shown) |
| 11 | 1,188,112.69 3,267,763.44 | 9480.77 | Set 1" Copper Plug in Concrete Drainage Area |
| 12 | 1,187,864.61 3,267,763.44 | 9480.77 | Set 1" Copper Plug in Concrete Drainage Area |
| 13 | 1,187,580.55 3,267,763.44 | 9480.77 | Set 1" Copper Plug in Concrete Drainage Area |
| 20 | 1,187,772.88 3,267,763.44 | 9480.77 | Set 1" Copper Plug in Concrete Drainage Area |
| 21 | 1,188,128.50 3,267,763.44 | 9480.77 | Set 1" Copper Plug in Concrete Drainage Area |
| 22 | 1,188,481.78 3,267,763.44 | 9480.77 | Set 1" Copper Plug in Concrete Drainage Area |
| 23 | 1,188,128.50 3,267,763.44 | 9480.77 | Set 2" Alum Cap on 24" 55# Rebar in Dirt Field |

LEGEND

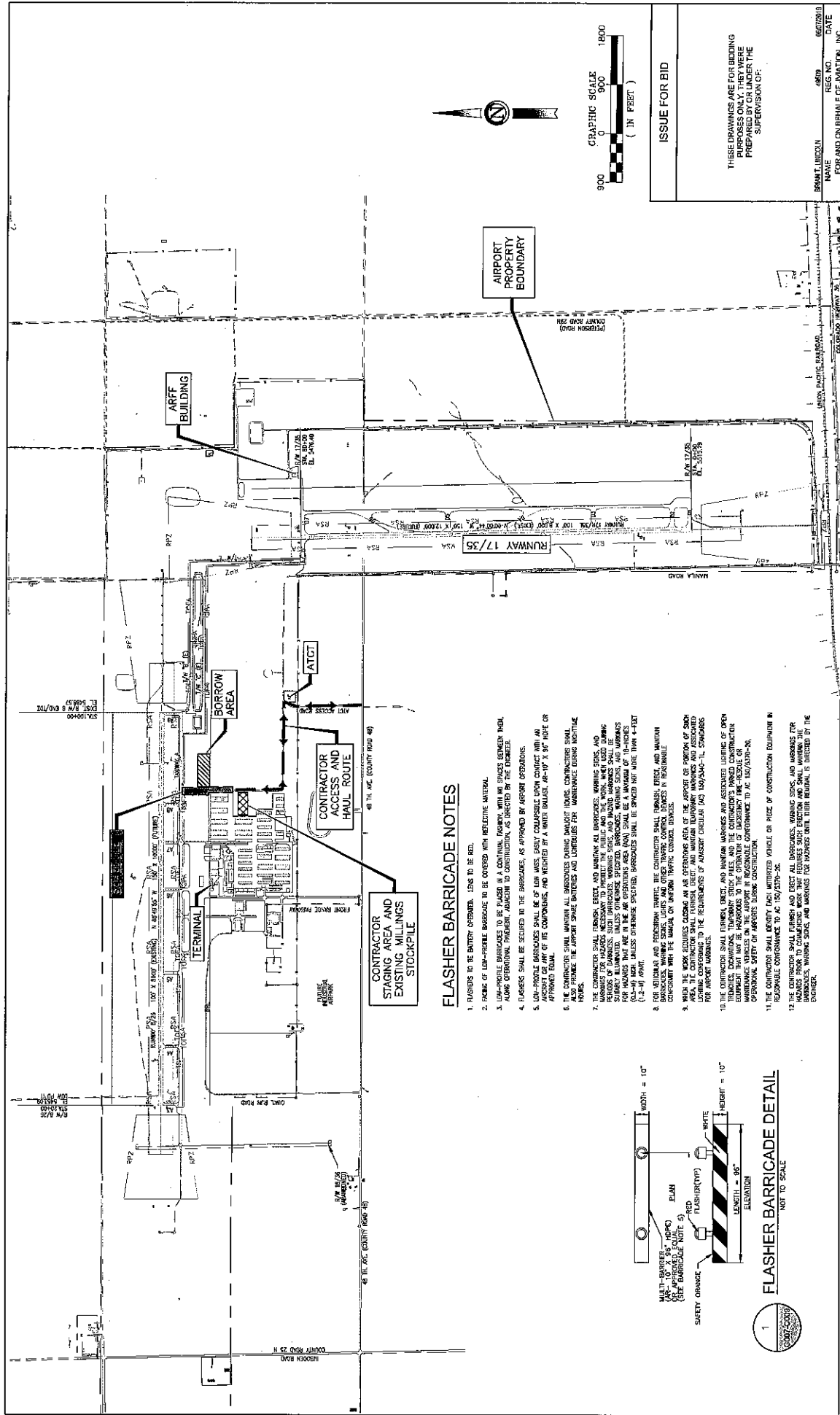
- XXX - NEIS CONTROL STATION
- XXX - PROJECT CONTROL POINT



RICHARD D. MONTAN, P.E. NO. 38189
FOR AND ON BEHALF OF 105 WEST, INC.

105WEST
aerospaceltd.com

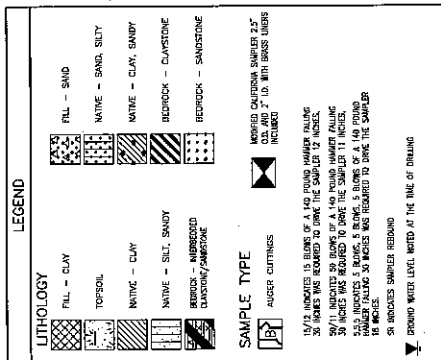
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|---|-----------------------|----------------------|---|--------------------------------|--|----------------------|
|  COLORADO AIR & SPACE PORT WATKINS, CO | | AVIATION® | | PROJECT CONTROL DIAGRAM | | SHEET NAME G004 |
| | | CONSTRUCT TAXIWAY R3 | | AVIATION PROJ. NO. 06/07/2018 | | SHEET NO. 4 of 21 |
| DES: B.T.L. DIR: J.H.M. CR: C.L.G. APP: B.T.L. | NO. BY 1 B.T.L. | DATE 06/07/2018 | ISSUE RECORD DESCRIPTION ISSUED FOR | | | |



| | | | |
|--------------------|-------------|--------------------------|----------------|
| SHEET NAME | | CONSTRUCTION LAYOUT PLAN | |
| SHEET NO. | | 5 of 21 | |
| JVIATION PROJ. NO. | | 2019 FTG-01 | |
| DATE | | 06/07/2019 | |
| ISSUE RECORD | | CONSTRUCT TAXIWAY R3 | |
| NO. | BY | DATE | DESCRIPTION |
| 1 | JLM | 06/07/2019 | ISSUED FOR BID |
| 2 | C.L.G. | | |
| 3 | APP: B.T.L. | | |

COLORADO AIR & SPACE PORT
WATKINS, CO

JVIATION®

[illegible]

ISSUE FOR BID



GRAPHIC SCALE
(IN FEET)

0 300 600

| | | |
|-----------------|----------|------------|
| DEAN T. LINCOLN | 48589 | 06/07/2019 |
| NAME | REG. NO. | DATE |

FOR AND ON BEHALF OF AVIATION INC.

| | | | |
|--------------------------------|------------|------------|--|
| BORING LOCATION MAP. | | SHEET NAME | |
| BORING NOTES AND BORING LEGEND | | G050 | |
| UNION PROJ. NO. | DATE | SHEET NO. | |
| 2010-ETC-01 | 05/27/2009 | 9 of 21 | |

CONSTRUCT TAXIWAY R3

| ISSUE RECORD | | | | | |
|--------------|-----|-----|------------|-------------|--|
| | NO. | BY | DATE | DESCRIPTION | |
| DES; B.T.L | 1 | STL | 06/07/2019 | | |
| DR: J.H.M. | | | | | |
| CH: C.L.G | | | | | |
| APP: B.T.I | | | | | |



COLORADO AIR &
SPACE PORT
WATKINS, CO

AVIATION®

၂၀၁၇ ခုနှစ်
 နိုဝင်ဘာ ၁၀ ရက်
 ၁၀-၁၁-၂၀၁၇

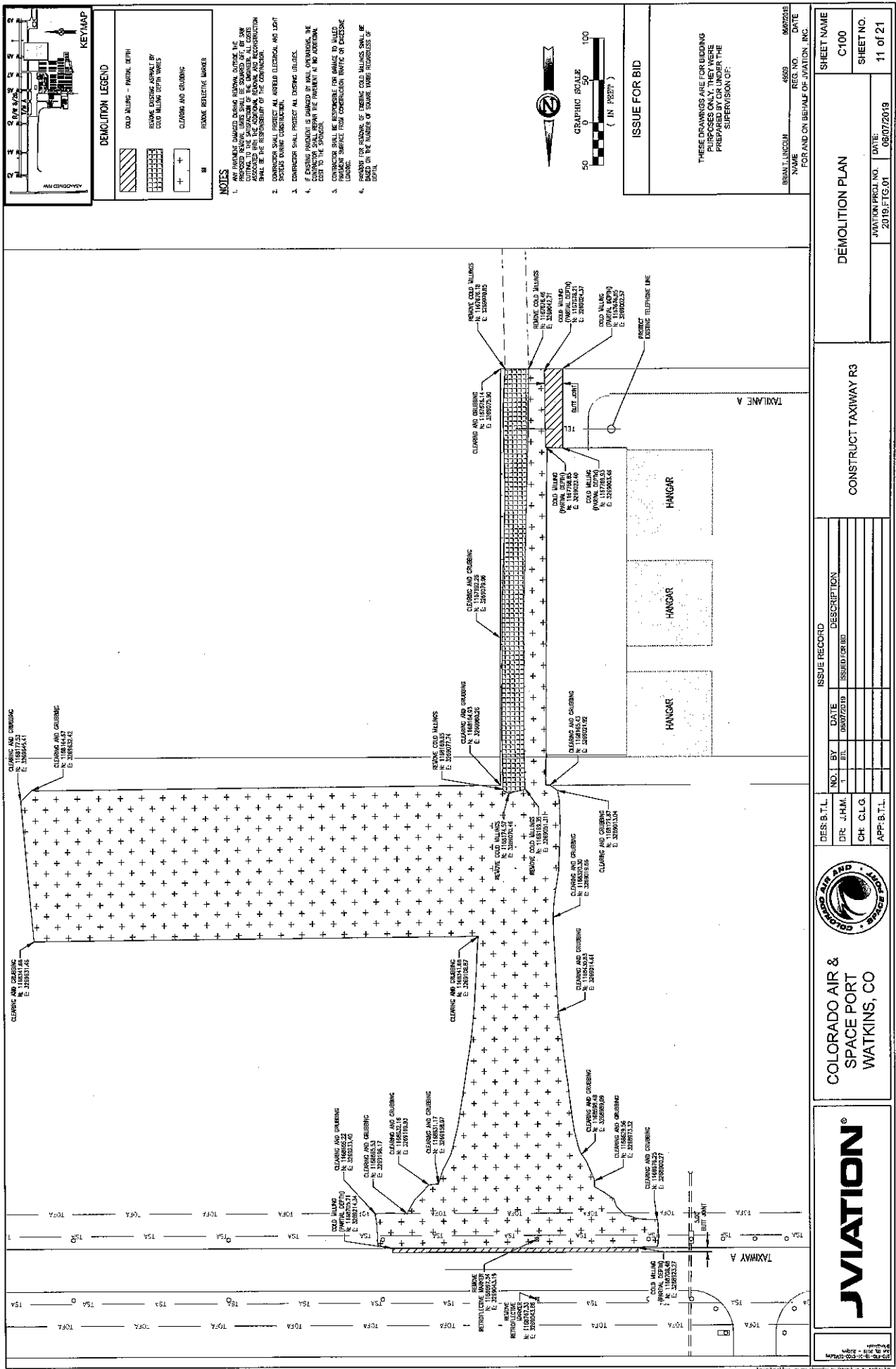
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B-X
BORING HOLE LOCATION

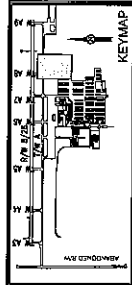
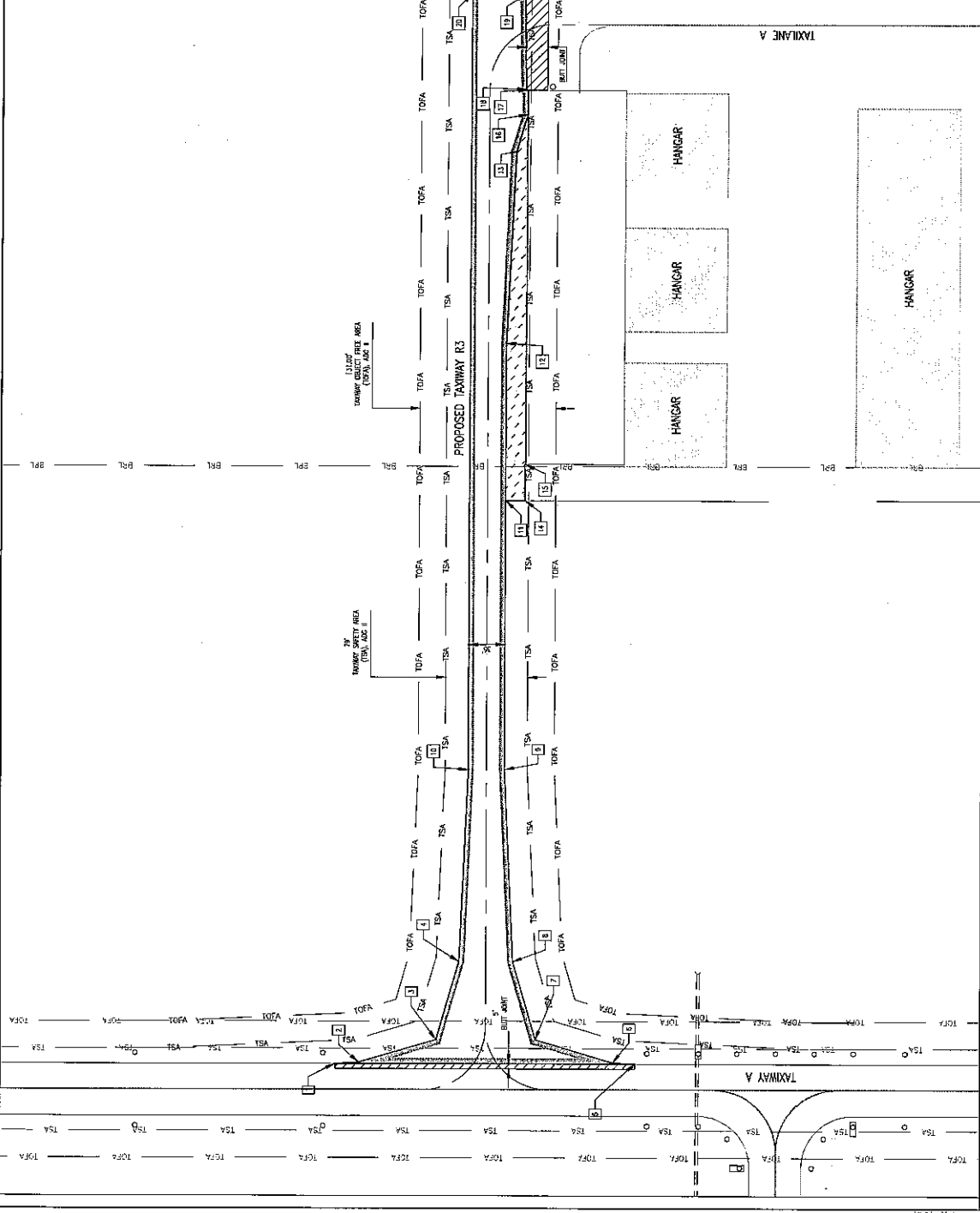
NOTES:

- [illegible]

[illegible]

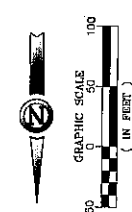


| PROPOSED TAXIWAY R3 POINT TABLE | | |
|------------------------------------|--------------|--------------|
| POINT | NORTHING | EASTING |
| 1 | 1,187,705.71 | 2,029,213.74 |
| 2 | 1,187,705.71 | 2,029,213.74 |
| 3 | 1,187,705.71 | 2,029,213.74 |
| 4 | 1,187,705.71 | 2,029,213.74 |
| 5 | 1,187,705.71 | 2,029,213.74 |
| 6 | 1,187,705.71 | 2,029,213.74 |
| 7 | 1,187,705.71 | 2,029,213.74 |
| 8 | 1,187,705.71 | 2,029,213.74 |
| 9 | 1,187,705.71 | 2,029,213.74 |
| 10 | 1,187,705.71 | 2,029,213.74 |
| 11 | 1,187,705.71 | 2,029,213.74 |
| 12 | 1,187,705.71 | 2,029,213.74 |
| 13 | 1,187,705.71 | 2,029,213.74 |
| 14 | 1,187,705.71 | 2,029,213.74 |
| 15 | 1,187,705.71 | 2,029,213.74 |
| 16 | 1,187,705.71 | 2,029,213.74 |
| 17 | 1,187,705.71 | 2,029,213.74 |
| 18 | 1,187,705.71 | 2,029,213.74 |
| 19 | 1,187,705.71 | 2,029,213.74 |
| 20 | 1,187,705.71 | 2,029,213.74 |



| GEOMETRIC LEGEND | |
|------------------|--------------------------------|
| [Symbol] | FULL DEPTH ASPHALT PAVEMENT |
| [Symbol] | PAVEMENT OF MILLERS |
| [Symbol] | PARTIAL DEPTH ASPHALT PAVEMENT |

- NOTES**
1. ANY PAVEMENT DAMAGED DURING REMOVAL OF THE EXISTING PAVEMENT SHALL BE REPAVED TO THE SATISFACTION OF THE AIRPORT MANAGER AND ASSOCIATED WITH THE AIRPORT MANAGER, AND THE CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 2. CONTRACTOR SHALL PROTECT ALL AIRFIELD ELECTRICAL AND LIGHT SYSTEMS DURING CONSTRUCTION.
 3. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES.
 4. SEE SHEETS C-200 AND C-201 FOR TYPICAL SECTIONS.



ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

RESULT, LOCATION, NAME, REG. NO., EXPIRATION DATE, FOR AND ON BEHALF OF: JVIATION, INC.

JVIATION®

100% AIRPORT
100% PAVEMENT

COLORADO AIR & SPACE PORT
WATKINS, CO

GEOMETRY PLAN

CONSTRUCT TAXIWAY R3

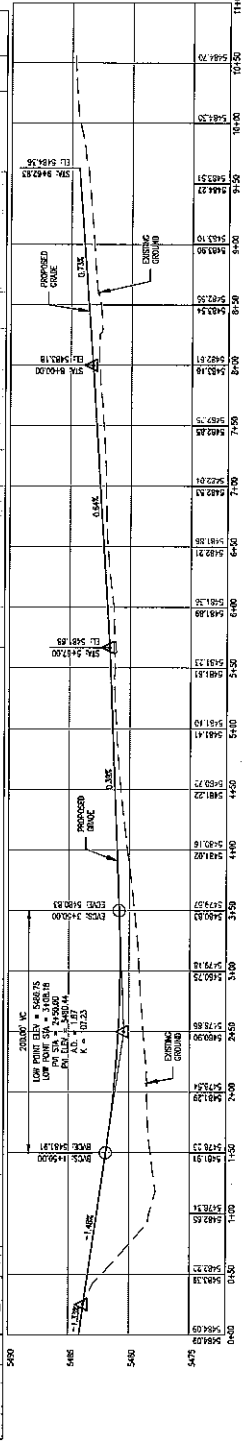
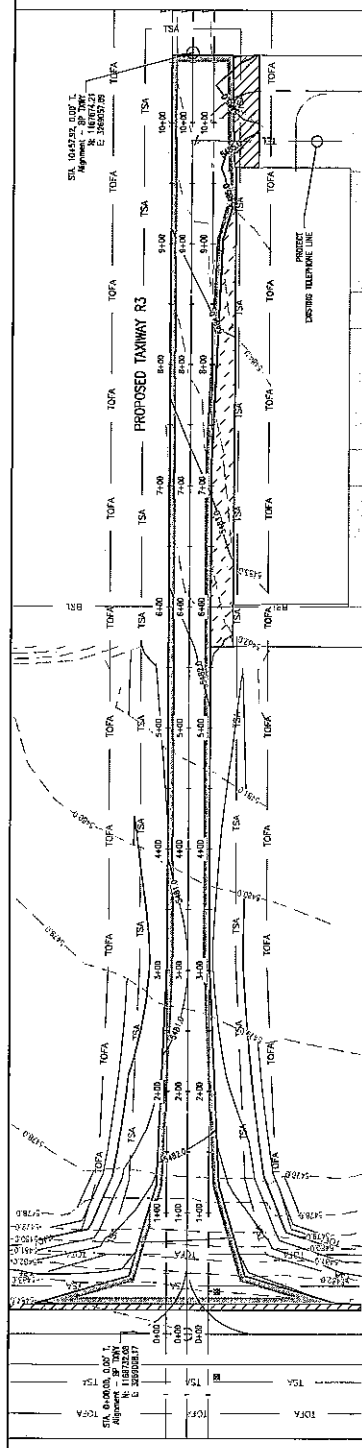
SHEET NAME
C200

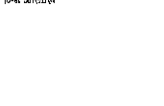
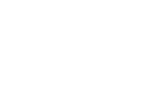
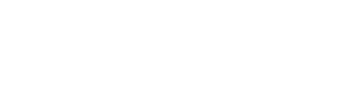
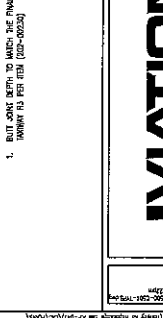
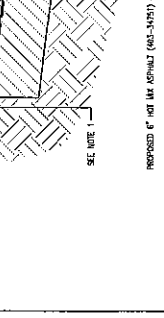
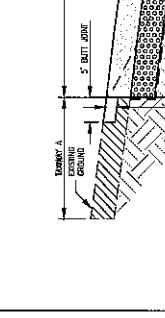
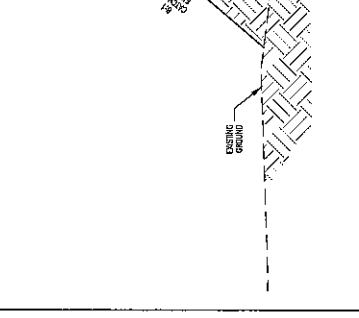
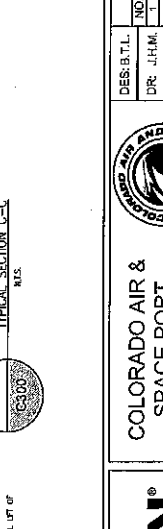
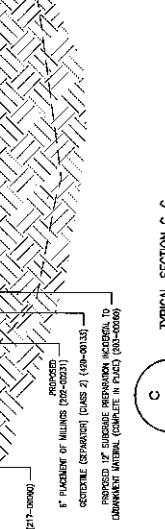
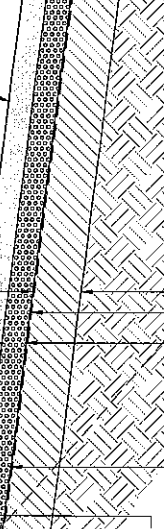
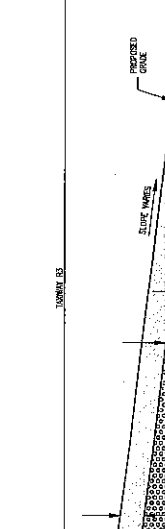
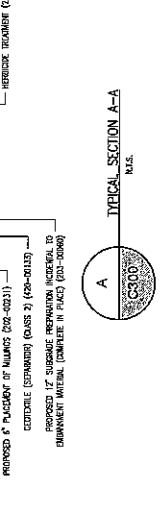
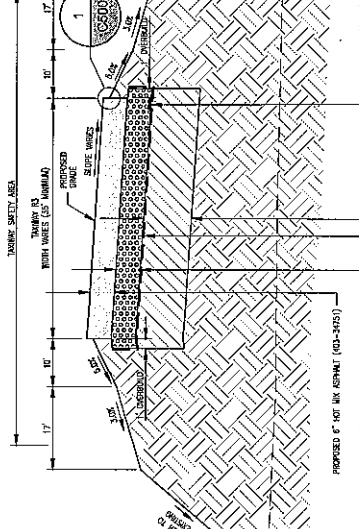
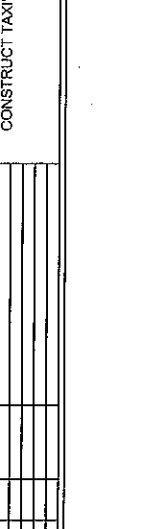
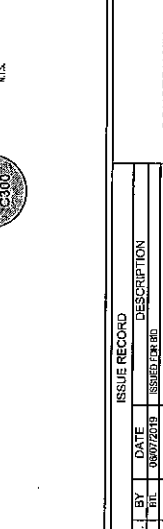
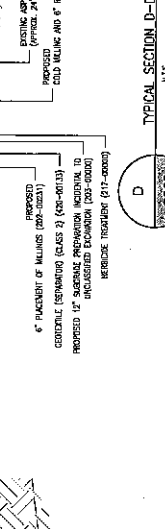
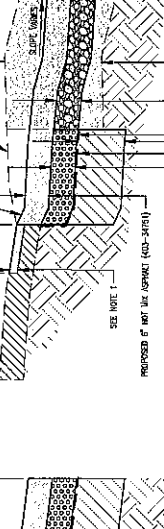
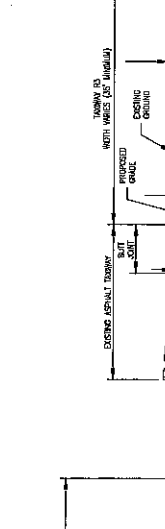
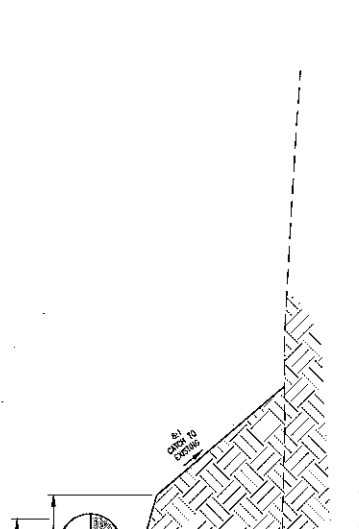
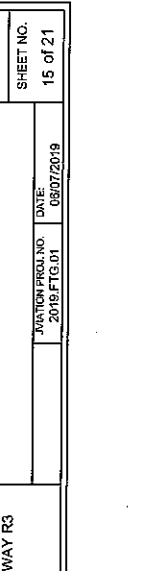
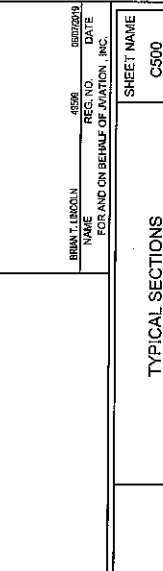
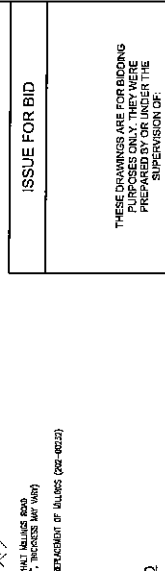
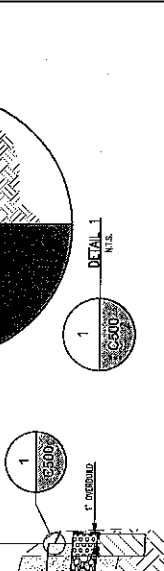
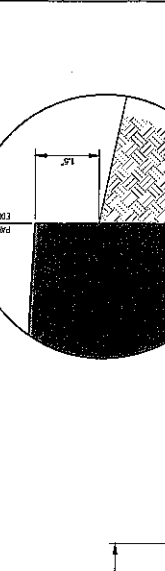
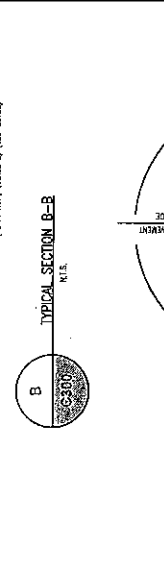
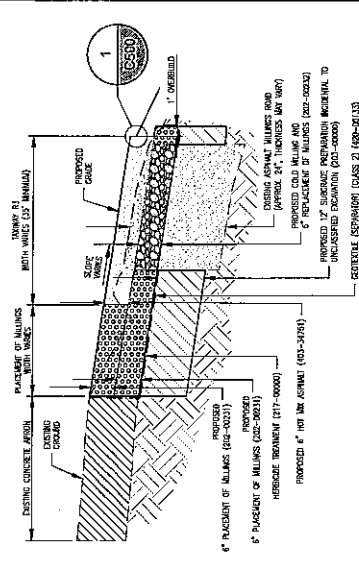
SHEET NO.
12 of 21

DATE
06/07/2019

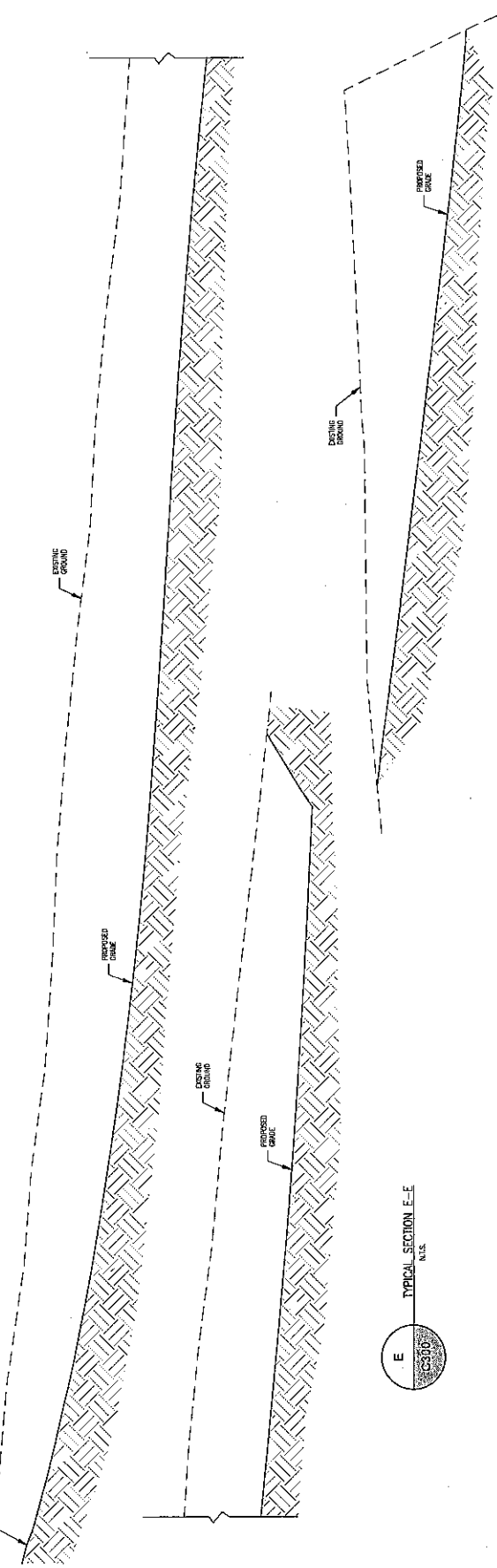
ISSUE RECORD

| NO. | BY | DATE | DESCRIPTION |
|-----|------------|------------|----------------|
| 1 | J.H.M. | 06/07/2019 | ISSUED FOR BID |
| | C.L.G. | | |
| | APP-B.T.L. | | |





WATERWAY IS GRADING TO WEST
SLOPE AREA TO EAST OF FROM TPA



E
TYPICAL SECTION E-E
N.E.E.

F
TYPICAL SECTION F-F
N.E.E.

ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING
PURPOSES ONLY. THEY WERE
PREPARED BY AN INDEPENDENT
SUPERVISOR OF.

BRANT LINCOLN
NAME
JAN 2019
REG. NO.
DATE

FOR AND ON BEHALF OF JVIATION, INC.

TYPICAL SECTIONS
SHEET NAME
C501
SHEET NO.
16 OF 21

CONSTRUCT TAXWAY R3

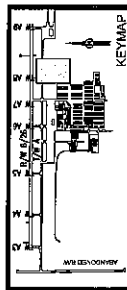
| ISSUE RECORD | | DESCRIPTION | |
|--------------|----|-------------|----------------|
| NO. | BY | DATE | DESCRIPTION |
| 1 | EL | 08/27/2019 | ISSUED FOR BID |
| | | | |
| | | | |
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COLORADO AIR &
SPACE PORT
WATKINS, CO

JVIATION®

1/1/2019 10:40:10 AM
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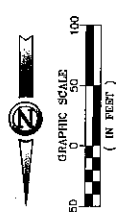
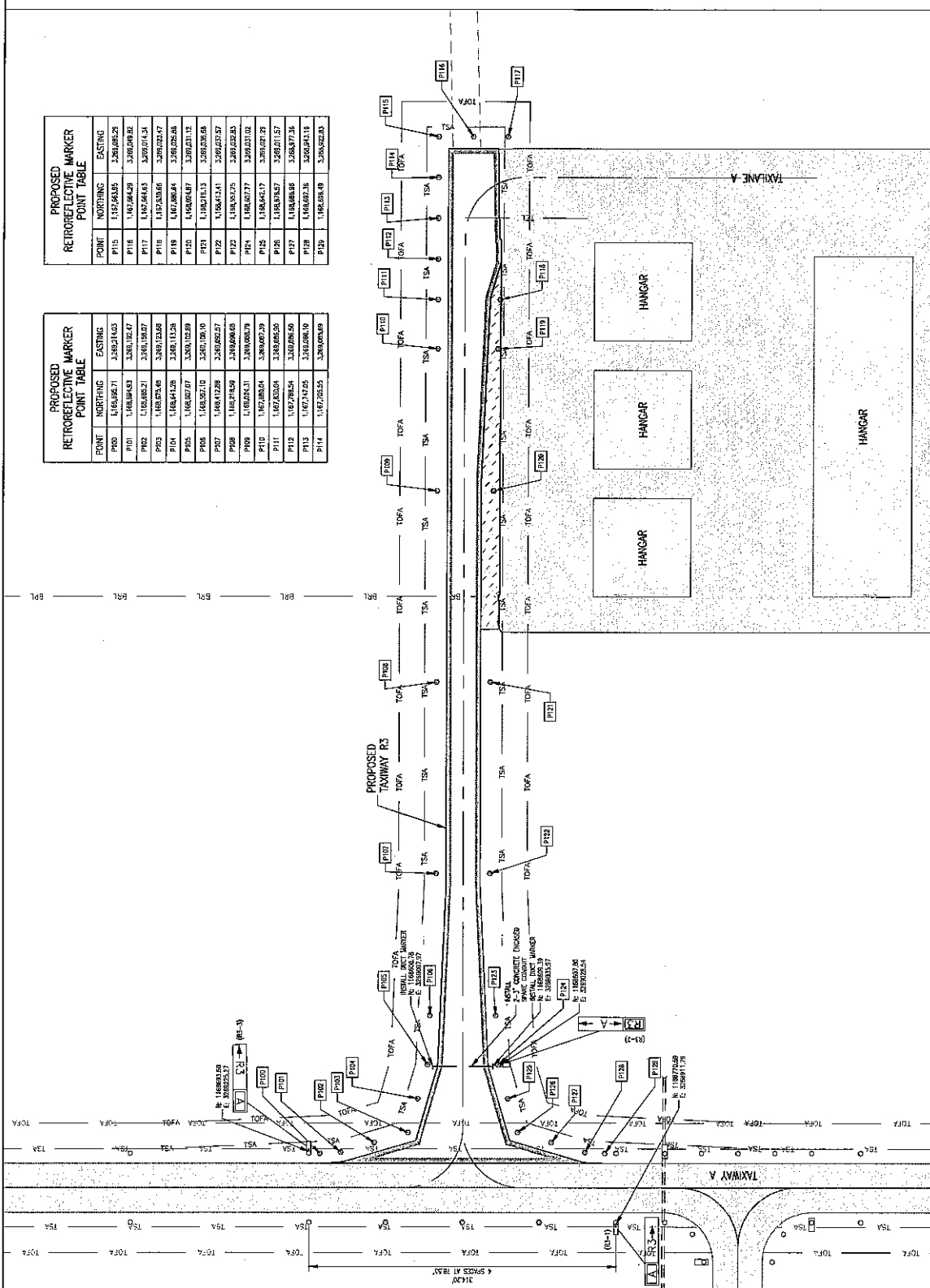


NOTES

1. DOT WORKERS ARE INCENTIVE TO INSTALLING 2-5' CONCRETE ENCHED DRIVE CORNER.

| POINT | NORTHING | EASTING |
|-------|------------|------------|
| P101 | 1157.44455 | 3.25048428 |
| P102 | 1157.44455 | 3.25048428 |
| P103 | 1157.44455 | 3.25048428 |
| P104 | 1157.44455 | 3.25048428 |
| P105 | 1157.44455 | 3.25048428 |
| P106 | 1157.44455 | 3.25048428 |
| P107 | 1157.44455 | 3.25048428 |
| P108 | 1157.44455 | 3.25048428 |
| P109 | 1157.44455 | 3.25048428 |
| P110 | 1157.44455 | 3.25048428 |
| P111 | 1157.44455 | 3.25048428 |
| P112 | 1157.44455 | 3.25048428 |
| P113 | 1157.44455 | 3.25048428 |
| P114 | 1157.44455 | 3.25048428 |
| P115 | 1157.44455 | 3.25048428 |
| P116 | 1157.44455 | 3.25048428 |
| P117 | 1157.44455 | 3.25048428 |
| P118 | 1157.44455 | 3.25048428 |
| P119 | 1157.44455 | 3.25048428 |
| P120 | 1157.44455 | 3.25048428 |
| P121 | 1157.44455 | 3.25048428 |
| P122 | 1157.44455 | 3.25048428 |
| P123 | 1157.44455 | 3.25048428 |
| P124 | 1157.44455 | 3.25048428 |
| P125 | 1157.44455 | 3.25048428 |
| P126 | 1157.44455 | 3.25048428 |
| P127 | 1157.44455 | 3.25048428 |
| P128 | 1157.44455 | 3.25048428 |
| P129 | 1157.44455 | 3.25048428 |

| POINT | NORTHING | EASTING |
|-------|------------|------------|
| P101 | 1157.44455 | 3.25048428 |
| P102 | 1157.44455 | 3.25048428 |
| P103 | 1157.44455 | 3.25048428 |
| P104 | 1157.44455 | 3.25048428 |
| P105 | 1157.44455 | 3.25048428 |
| P106 | 1157.44455 | 3.25048428 |
| P107 | 1157.44455 | 3.25048428 |
| P108 | 1157.44455 | 3.25048428 |
| P109 | 1157.44455 | 3.25048428 |
| P110 | 1157.44455 | 3.25048428 |
| P111 | 1157.44455 | 3.25048428 |
| P112 | 1157.44455 | 3.25048428 |
| P113 | 1157.44455 | 3.25048428 |
| P114 | 1157.44455 | 3.25048428 |
| P115 | 1157.44455 | 3.25048428 |
| P116 | 1157.44455 | 3.25048428 |
| P117 | 1157.44455 | 3.25048428 |
| P118 | 1157.44455 | 3.25048428 |
| P119 | 1157.44455 | 3.25048428 |
| P120 | 1157.44455 | 3.25048428 |
| P121 | 1157.44455 | 3.25048428 |
| P122 | 1157.44455 | 3.25048428 |
| P123 | 1157.44455 | 3.25048428 |
| P124 | 1157.44455 | 3.25048428 |
| P125 | 1157.44455 | 3.25048428 |
| P126 | 1157.44455 | 3.25048428 |
| P127 | 1157.44455 | 3.25048428 |
| P128 | 1157.44455 | 3.25048428 |
| P129 | 1157.44455 | 3.25048428 |



ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY THE ENGINEER UNDER THE SUPERVISION OF:

NAME: DR. J. H. M. DATE: 06/07/2019
REG. NO.: 16800 DATE: 06/07/2019
FOR AND ON BEHALF OF AVIATION, INC.

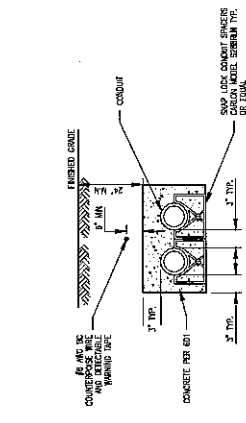
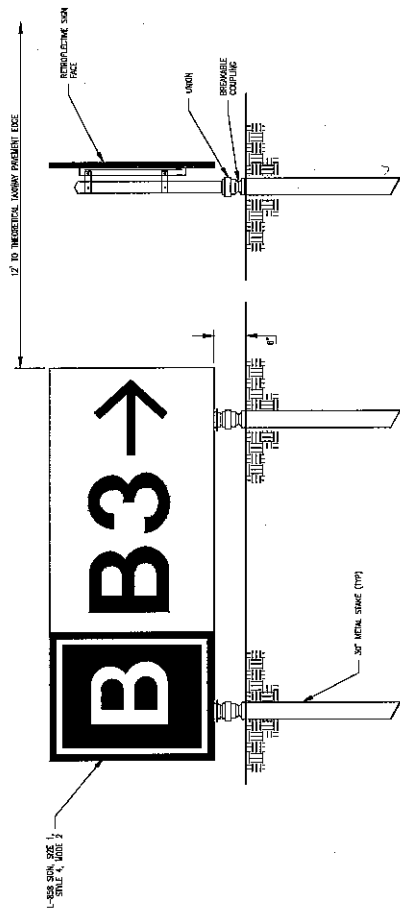
AVIATION

COLORADO AIR & SPACE PORT
WATKINS, CO

RETROREFLECTIVE MARKER PLAN

CONSTRUCT TAXIWAY R3

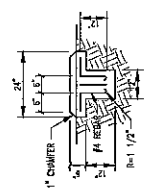
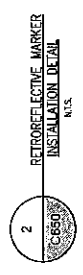
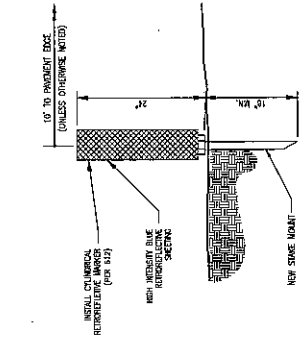
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|-------------|--------|--------------|----------------|------------|------------|
| NO. | BY | DATE | DESCRIPTION | SHEET NO. | DATE |
| 1 | J.H.M. | 06/07/2019 | ISSUED FOR BID | C800 | 06/07/2019 |
| | | | | 17 of 21 | |



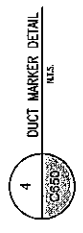
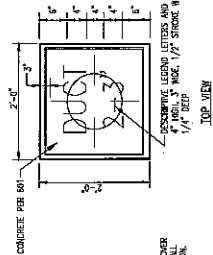
NOTE:
1. INSTALL CONCRETE ENCASED DUCT BANK 5' OUTSIDE PRESENT EDGE.
2. TERMINATE WITH FEMALE ENDS AND INSTALL FACTORY PLUGS.



NOTE:
1. ALL MATERIALS REQUIRED TO COMPLETE THE INSTALLATION SHALL BE PROVIDED BY THE CONTRACTOR.
2. TAXWAY SIGNS SHOULD CONFORM TO THE REQUIREMENTS OF AC 154/345-44.



NOTE: DUCT MARKERS SHALL BE ASSEMBLED OVER THE TOP OF ALL STAKE CONCRETE AND AT ALL LOCATIONS WHERE CONCRETE CHANGES DIRECTION.



NEW REFLECTION DIRECTION/GUIDANCE SIGNS STAKE MOUNTED

| SON NO. | PROPOSED LEGEND | TYPE | SIZE | STYLE | MODE |
|---------|-----------------|-------|---------|-------|------|
| R3-1 | | FRONT | 1' x 1' | 4 | 2 |
| R3-2 | | BACK | 1' x 1' | 4 | 2 |
| R3-3 | | BACK | 1' x 1' | 4 | 2 |

ISSUE FOR BID

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME: RIMM, LINCOLN
REG. NO.: 40980
DATE: 06/07/2019
FOR AND ON BEHALF OF JVIATION, INC.

DETAIL SHEET

CONSTRUCT TAXWAY R3

DATE: 06/07/2019

AVIATION PROJ. NO.: 2019.FTG.01

SHEET NAME: C650

SHEET NO.: 18 of 21

ISSUE RECORD

| DATE | DESCRIPTION |
|------------|----------------|
| 06/07/2019 | ISSUED FOR BID |

COLORADO AIR & SPACE PORT WATKINS, CO

JVIATION®

171010103 10-10 Drawing is Property of JVIATION, INC. All Rights Reserved.

1. CULVERT PROTECTION AND EROSION CONTROL LIDS TO BE REINSTALLED PRIOR TO COMMENCING PAVING ACTIVITIES. OTHER EROSION CONTROL MEASURES ARE TO BE INSTALLED IMMEDIATELY UPON GRADING IS COMPLETED.
2. ALL TURBIDITY AND TREATMENT DEVICES AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REFINED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD AS NEEDED TO ENSURE THAT TREATMENT DEVICES AND EROSION CONTROL MEASURES ARE TO BE MAINTAINED IN ACCORDANCE WITH THE APPROVED SWPPP/DESIGN AND TO PREVENT EXCESSIVE TURBIDITY AND SEDIMENT FROM BEING DISCHARGED INTO THE RECEIVING WATERWAYS.
3. ALL CONSTRUCTION TRUCKS MUST HAVE AND USE THE PRODUCT OF AT APPROVED DOCUMENTED WASH, ACCESS WASH OR DE GRASS WASH-PAID AREAS, ALL DUMP OF ALLOWED WASHES.
4. ANY SEDIMENT PRECIPITATED INTO DRAIN SYSTEMS, REGARDLESS OF FREQUENCY OR QUANTITY, SHALL BE IMMEDIATELY CLEANED.
5. ALL LOTS OF SEDIMENT AND HYDRAULIC MALFUNCTION ARE APPROPRIATE.
6. ALL DISTURBED AREAS SHALL BE SURFACE REGRADDED WITHIN 14 HOURS AFTER COMPLETION OF FINISHED GRADE.
7. ALL DISTURBED GRASSLAND SHALL BE SEEDING AND HYDRAULIC MULCHED WITHIN 14 DAYS AFTER COMPLETION OF FINISHED GRADE.
8. TURBIDITY MONITORING CONTROL BUILT INTO PLAN IN PLACE, FINAL COMPLETION HAS BEEN ADVISED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND MONITORING WASHES, IN ADDITION TO THE CURRENT WASHES, THE WASHES ARE THE PURPOSES LOCATIONS OF WASH LOCATIONS SHALL BE SUBMITTED TO THE RESIDENT ENGINEER FOR HIS APPROVAL. IN WRITING PRIOR TO ANY CONSTRUCTION OR USE OF THE WASH LOCATIONS, IN ESTABLISHING PROPOSED WASH LOCATIONS, THE CONTRACTOR SHALL CONSULT THE LOCATION OF ANY EXISTING UTILITIES. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, CONSTRUCT ANY AND ALL CONDUITS NECESSARY TO PROTECT EXISTING UTILITIES OR UTILITIES.
10. CONTRACTOR WILL BE REQUIRED TO RE-CONSTRUCT ALL EXISTING AREAS AND VERIFY ALL EXISTING HAS SUFFICIENT GRADIENT THE FOLLOWING SPURGE.
11. SEDIMENT AND HYDRAULIC-MALFUNCTION BE PREVENTED ON ALL REMAINED SLOPES UP TO 4:1. SLOPES GREATER THAN 4:1 WILL BE SEEDING AND STABILIZED WITH EROSION CONTROL. BANKS AS PART OF THIS PROJECT.
12. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING, IMPLEMENTING, AND MAINTAINING A STORMWATER MANAGEMENT PLAN FOR THE PROJECT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR



1. THE CONTRACTOR IS REQUIRED TO HAVE A SWAP ADMINISTRATOR.
2. THE SWAP ADMINISTRATOR IS AN INDIVIDUAL THAT IS RESPONSIBLE FOR DEVELOPING, IMPLEMENTING, MAINTAINING, AND MONITORING THE SWAP.
3. THE SWAP ADMINISTRATOR WILL SERVE AS THE COMPREHENSIVE POINT OF CONTACT FOR ALL ASPECTS OF THE PROJECTS SWAP.

[illegible]

1. ALL TEMPORARY ORDERS AND SCHEDULE CHARTERS SHALL BE REOPENED AND REVISED WITHIN 30 DAYS AFTER THAT DATE. THIS REQUIREMENT IS APPLIED TO ALL TEMPORARY ORDERS AND SCHEDULE CHARTERS, REGARDLESS OF THE NUMBER OF DAYS THAT HAVE ELAPSED SINCE THE ORIGINAL ORDER OR SCHEDULE CHARTER WAS ISSUED. THE TEMPORARY ORDERS AND SCHEDULE CHARTERS ARE TO BE REOPENED BY THE LOCAL COORDINATING AGENCIES, THROUGH THE CHIEF OF THE AGENCY, TO THE SERVICE OF THE CUSTOMER. ORDERS AND SCHEDULE CHARTERS ARE TO BE REOPENED BY THE LOCAL COORDINATING AGENCIES TO PREVENT A CUSTOMER FROM LOSING THEIR ORDER.
2. THE APPROVED ORDER AND SCHEDULE CHARTER SHALL BE REOPENED WITHIN 30 DAYS OF THE EXPIRATION DATE OF THE ORDER AND SCHEDULE CHARTER. THE APPROVED ORDER AND SCHEDULE CHARTER SHALL BE REOPENED BY THE LOCAL COORDINATING AGENCY, THROUGH THE CHIEF OF THE AGENCY, TO THE SERVICE OF THE CUSTOMER. ORDERS AND SCHEDULE CHARTERS ARE TO BE REOPENED BY THE LOCAL COORDINATING AGENCIES TO PREVENT A CUSTOMER FROM LOSING THEIR ORDER.
3. ALL TEMPORARY AND PERMANENT ORDERS AND SCHEDULE CHARTERS SHALL BE MAINTAINED AND REVISED BY THE CUSTOMER DURING THE CONSTRUCTION PHASE AS APPLIED TO THE CUSTOMER PERFORMANCE OF THEIR REQUESTED FUNCTION. ALL DETERMINED SCHEDULE CHARTERS ARE TO BE MAINTAINED IN ACCORDANCE WITH THE APPROVED SCHEDULE CHARTER, FOR AN APPROVED SCHEDULE CHARTER. ALL DETERMINED SCHEDULE CHARTERS ARE TO BE MAINTAINED IN ACCORDANCE WITH THE APPROVED SCHEDULE CHARTER, FOR AN APPROVED SCHEDULE CHARTER.
4. THE CUSTOMER GENERAL PRACTICES SHALL BE MAINTAINED AND REVISED BY THE CUSTOMER DURING THE CONSTRUCTION PHASE AS APPLIED TO THE CUSTOMER PERFORMANCE OF THEIR REQUESTED FUNCTION. ALL DETERMINED SCHEDULE CHARTERS ARE TO BE MAINTAINED IN ACCORDANCE WITH THE APPROVED SCHEDULE CHARTER, FOR AN APPROVED SCHEDULE CHARTER.
5. THE CUSTOMER GENERAL PRACTICES SHALL BE MAINTAINED AND REVISED BY THE CUSTOMER DURING THE CONSTRUCTION PHASE AS APPLIED TO THE CUSTOMER PERFORMANCE OF THEIR REQUESTED FUNCTION. ALL DETERMINED SCHEDULE CHARTERS ARE TO BE MAINTAINED IN ACCORDANCE WITH THE APPROVED SCHEDULE CHARTER, FOR AN APPROVED SCHEDULE CHARTER.
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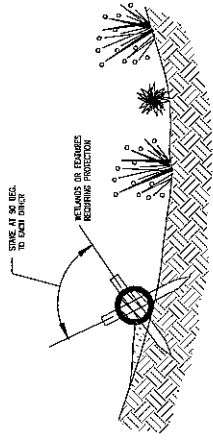
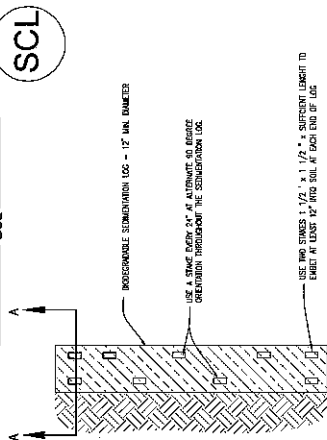
1. THE CONTRACTOR IS REQUIRED TO HAVE A SWAP ADMINISTRATOR.
2. THE SWAP ADMINISTRATOR IS AN INDIVIDUAL THAT IS RESPONSIBLE FOR DEVELOPING, IMPLEMENTING, MONITORING, AND REVIEWING THE SWAP.
3. THE SWAP ADMINISTRATOR WILL SERVE AS THE COMMUNICATING POINT OF CONTACT FOR ALL ASPECTS OF THE PROJECTS SWAP.

[illegible]

| ISSUE FOR BID | THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY HAVE BEEN PREPARED BY OR UNDER THE SUPERVISION OF: | 48866 | 09/07/2019 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | REG. NO. NAME FOR AND ON BEHALF OF JVIATION, INC. | DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONSTRUCT TAXWAY R3 | | EROSION CONTROL NOTES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | SHEET NAME C750 | SHEET NO. 20 of 21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | JVIATION PROJ. NO. 2019.FTG.01 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | DATE 06/07/2019 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| NO. | BY | DATE | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | DES: B.T.L. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | DR: J.H.M. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Ch: C.L.G. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | APP: B.T.L. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COLORADO AIR & SPACE PORT WATKINS, CO | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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SCL



SECTION A - A

SEDIMENT CONTROL LOG INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION AND LENGTH OF SEDIMENT CONTROL LOGS.
2. SEDIMENT CONTROL LOGS INDICATED ON NEAR SHOT PLAN SHALL BE INSTALLED PRIOR TO ANY LAND-DISTURBING ACTIVITIES.
3. SEDIMENT CONTROL LOGS SHALL BE CONSTRUCTED OF STEEL, COMPOST, OR COCONUT FIBER.
4. NOT FOR USE IN CONCENTRATED FLOW AREAS.
5. THE SEDIMENT CONTROL LOGS SHALL BE TIED INTO THE GROUND A MINIMUM OF 2'.

SEDIMENT CONTROL LOG MAINTENANCE NOTES

1. THE OWNER MAINTAIN SHALL MAINTAIN SEDIMENT CONTROL LOGS DAILY. REMOVE LOGS AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM DOWNSTREAM AS NECESSARY.
2. SEDIMENT ACCUMULATED UPSTREAM OF SEDIMENT CONTROL LOGS SHALL BE REMOVED WITHIN THE UPSTREAM SEDIMENT DEPTH IS WITHIN 1/2 THE HEIGHT OF THE GUEST OF LOG.
3. SEDIMENT CONTROL LOGS SHALL BE REMOVED AT THE END OF CONSTRUCTION. IF ANY REMOVED AREA DOES AFTER REMOVAL, IT SHALL BE COVERED WITH TOP SOIL, IDEAL SEEDING AND MOWED ALONG AN UNDISTURBED STRIPLED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

EROSION CONTROL LOG DETAIL

N.T.S.



COLORADO AIR &
SPACE PORT
WATKINS, CO

JVIATION®

DES. B.T.L.
DR. J.H.M.
CH. C.L.G.
APP. B.T.L.

| NO. | BY | DATE | DESCRIPTION |
|-----|--------|------------|--------------------|
| 1 | J.H.M. | 06/07/2019 | ISSUED FOR BIDDING |
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CONSTRUCT TAXIWAY F3

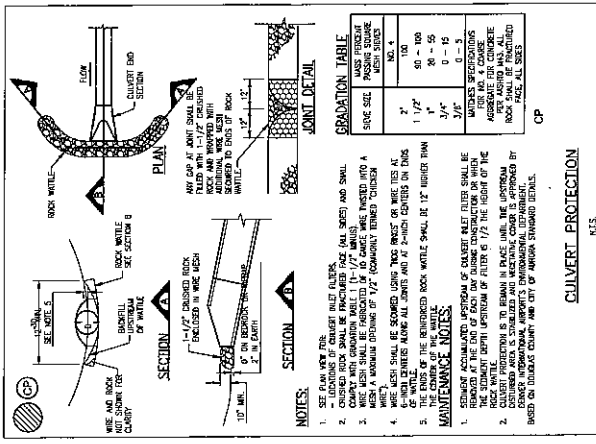
EROSION CONTROL DETAILS

| SHEET NAME | C751 |
|------------|----------|
| SHEET NO. | 21 OF 21 |

NAME: REMANT LINCOLN
REG. NO.: 46890
DATE: 06/07/2019
FOR AND ON BEHALF OF JVIATION, INC.

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

ISSUE FOR BID



NOTES:

1. SEE PLAN VIEW FOR LOCATION AND LENGTH OF CULVERT PROTECTION.
2. CULVERT PROTECTION SHALL BE INSTALLED PRIOR TO ANY LAND-DISTURBING ACTIVITIES.
3. CULVERT PROTECTION SHALL BE CONSTRUCTED OF STEEL, COMPOST, OR COCONUT FIBER.
4. NOT FOR USE IN CONCENTRATED FLOW AREAS.
5. THE CULVERT PROTECTION LOGS SHALL BE TIED INTO THE GROUND A MINIMUM OF 2'.

| GRADE | SIZE | NO. |
|-------|------|----------|
| 1 | 1/2" | 50 - 100 |
| 2 | 1/4" | 25 - 50 |
| 3 | 3/8" | 10 - 25 |
| 4 | 1/2" | 5 - 10 |

CULVERT PROTECTION

N.T.S.



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

INVITATION FOR BID

2019.256

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.

PLM Asphalt & Concrete, LLC

Contractor Name

John Frink

Printed or Typed Name

Signature

Vice President

Title

August 20, 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

2019.256

CONTRACTOR'S STATEMENT
(Signature)

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

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

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # 1 Addendum # _____
If None, Please write NONE.

PLM Asphalt & Concrete, LLC August 20, 2019
Contractor Name Date

[Signature] John Frink
Signature Printed Name

Vice President
Title

3313 Moline Street
Address

Aurora, CO 80010 Adams
City, State, Zip Code County

303-287-0777 303-287-4779
Telephone Fax

vmiranda@plmus.com
Email

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. IFB 2019.256 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

(All Documents following this page of the Agreement)

Exhibit:

1. IFB 2019.256 Solicitation, pages 1-17 **only**

Note: Pages 18 thru 42 of the solicitation are removed in their entirety or referenced as Attachments 1 thru 7 of the Awarded Construction Agreement.



EXHIBIT A *pages 1-17 only*

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

**INVITATION FOR BID
COVER SHEET**

IFB Issue Date: Thursday, July 18, 2019

IFB Number: IFB-HE-2019-256

IFB Title: **GENERAL CONTRACTOR**
Construct Taxiway R3

Pre-Bid Conference: Wednesday, July 24, 2019, at 2:00 pm, MT
Adams County Colorado Air and Space Port
5200 Front Range Parkway, 1st Floor
Watkins, Colorado 80137

IFB Questions Due: Wednesday, July 31, 2019 by 2:00 p.m., MT

Bid Due Date: Tuesday, August 20, 2019, at 2:00 p.m.
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

Documents included in this package:

- Bid Instructions
- General Terms and Conditions
- Project Specifications
- Pricing Form
- Statement of No Bid
- Contractor's Certificate of Compliance
- Contractor's Statement (Signature)
- Drawings Construct Taxiway R3, dated 06.07.19
- Sample Bonds
- List of Proposed Subcontractors
- Reference Form
- Appendix A – Sample Construction Agreement

5% BID BOND REQUIRED



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

INVITATION FOR BID

2019.256

BID INSTRUCTIONS

PURPOSE/BACKGROUND: 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 Construction of Taxiway R3 on Adams County Colorado Air and Space Port, located 5200 Front Range Parkway, Watkins, Colorado.

1. **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 Front Range Airport
Purchasing Division
5200 Front Range Parkway
Watkins, CO 80137

Hand Deliveries accepted:
Adams County Front Range Airport
First Floor Lobby Receptionist
5200 Front Range Parkway
Watkins, CO 80137

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
IFB- HE-2019.256

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
IFB- HE-209.256

The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **General Contractor – Construct of Taxiway R3.**

2. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>

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

3. Construction Plans can be obtained from the following site: Attached at the end of this document.

4. BONDING/SURETY REQUIREMENTS:

4.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.

4.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution, or as otherwise defined in the Specifications/Scope of Work.

4.3. 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.

4.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.

4.5. Liquidated Damages will apply.

4.6. Bonds may be submitted on the Standard AIA form.

5. **TERM OF AGREEMENT:** The term of the agreement is sixteen (16) calendar days from date of issuance of the notice to proceed.

6. CONTRACTUAL OBLIGATIONS

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

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

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

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

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

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

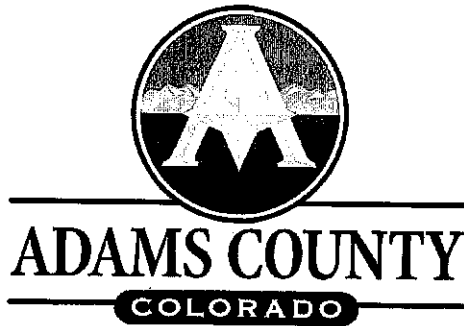
6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

7. PRE-BID CONFERENCE AND WALK-THROUGH:

7.1. A pre-bid conference will be held on **Wednesday, July 24, 2019 at 2:00 p.m.** in the Colorado Air and Space Port Conference Room, 5200 Front Range Parkway, Watkins, Co 80137. A Walk-Through will follow immediately after the pre-bid conference.

7.2. Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.

- 8. METHOD OF AWARD** – Award will be made to the most responsive, responsible Contractor who submits the lowest reasonably price bid. Adams County Board of County Commissioners reserves the right not to award bids to the lowest, most responsive and responsible Contractor and may require a new solicitation.
9. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Purchasing Division, Adams County, to the attention of 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.
10. Any official interpretation of this invitation for bid must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
11. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
12. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
13. **BUDGET:** Budget will not be disclosed.
14. **DEBARMENT:** By submitting this bid, the Contractor warrants and certifies that he/she is eligible to submit a bid because he/she is 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.



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

INVITATION FOR BID

2019.256

GENERAL TERMS AND CONDITIONS

- 15. APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
- 16. CONTENTS OF BIDS**
- 16.1. GENERAL CONDITIONS: Contractors are required to submit their Bids in accordance with the following expressed conditions:
- 16.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
- 16.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
- 16.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.
- 17.** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide

goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.

18. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

19. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 19.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.

19.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

19.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addendum will be posted on the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addendum shall supersede to the extent specified. Subsequent addendums shall supersede prior addendums only to the extent specified.

19.1.3. **ADDENDUM: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDUMS VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUMS MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

19.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

- 19.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered

in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

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

19.2.2.1. Federal Identification Number: 84-6000732

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

20. SIGNING BID

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

21. PREPARATION AND SUBMISSION OF BID

21.1. PREPARATION

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

21.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid submittal.

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

21.1.4. Unit prices shall be provided by the Contractor on the Pricing Form, when applicable. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

- 21.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
- 21.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

21.2. SUBMISSION

- 21.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid pricing. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.
- 21.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Bid non-responsive.
- 21.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 21.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the bid. Bids must be furnished exclusive of taxes.
- 21.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 21.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

22. LATE BIDS

- 22.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 22.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

22.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: **General Contractor – Construct of Taxiway R3, IFB-HE-2019.256.**

22.4. In the event of a situation severe enough to cause the Adams County Board of County 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 Commissioners to close the County offices.

23.MODIFICATIONS/WITHDRAWAL OF BIDS

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

23.2. WITHDRAWAL OF BIDS

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

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

24. REJECTION OF BIDS

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

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

24.1.2. Re-advertise this Solicitation;

24.1.3. Postpone or cancel the process;

- 24.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or
- 24.2. **REJECTION OF A PARTICULAR BID.** In addition to any reason identified above, the County may reject a Bid under any of the following conditions:
- 24.2.1. The Contractor misstates or conceals any material fact in its Bid Response;
 - 24.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;
 - 24.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
 - 24.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or
 - 24.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.
- 24.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

25. ELIMINATION FROM CONSIDERATION

- 25.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 25.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 25.3. Any communications in regards to this IFB must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 25.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 25.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

26. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities,

current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

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

28. INSURANCE. 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.

28.1.1. 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

28.1.2. 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

28.1.3. Workers' Compensation Insurance: Per Colorado Statutes

28.1.4. 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.

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

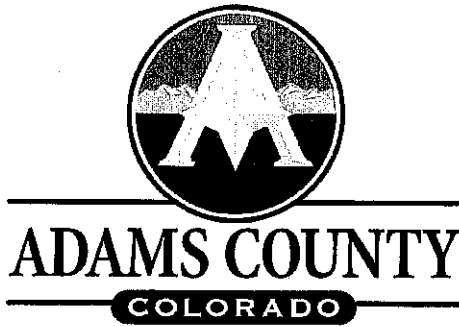
28.2.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

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

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

28.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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



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

INVITATION FOR BID

2019.256

SPECIFICATIONS/SCOPE OF WORK

I. SPECIFICATIONS/SCOPE OF WORK

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 Construction of Taxiway R3 on Adams County Colorado Air and Space Port, located 5200 Front Range Parkway, Watkins, Colorado.

II. SCOPE OF SERVICE

Please reference Attachment One-**Technical Specification**, dated **June 6, 2019** and **Drawings dated 06/07/2019** by **Jviation, Inc.** *following this document.*

Technical Specifications

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

Title: Technical Specifications-Construct Taxiway R3 (*pages 1 thru 38*)
Date: June 6, 2019

Drawings

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

Title: Construct Taxiway R3
Date: 06/07/2019

III. SERVICES

The Contractor will be responsible for constructing the project using Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, 2017 Edition. The Contractor shall ensure that enough copies of the Manual are always readily available onsite during construction. Any special provisions as listed below to the CDOT specifications contained within these Technical Specifications shall govern and will be used in the final decision making for the project. Any references to other CDOT specifications contained within the below specifications will also become incorporated into this project.

The below project services and special provisions will apply to this project. Details of the services are outlined in the Technical Specifications are attached to the end of the solicitation.

| | |
|-----|--|
| 201 | Clearing and Grubbing |
| 202 | Removal of Structures and Obstructions |
| 203 | Excavation and Embankment |
| 207 | Topsoil |
| 208 | Erosion Control |
| 212 | Seeding |
| 213 | Mulching |
| 217 | Herbicide Treatment |
| 401 | Plant Mix Pavements- General |
| 403 | Hot Mix Asphalt |
| 411 | Asphalt Materials |
| 420 | Geosynthetics |
| 612 | Delineators and Reflectors |
| 613 | Lighting |
| 614 | Traffic Control Devices |
| 626 | Mobilization |

1. Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours.

2. Bonding Requirements

A 5% Bid Bond is required with the submittal of bid, which will be returned after award decision is finalized. The awarded Contractor will be required to provide a Performance and Payment Bonds for 100% of the submitted bid after award. A sample copy of a performance and payment bond is attached at the end of this solicitation.

3. 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.

4. Submittals:

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

- a. Construction Schedule: Within ten (10) scheduled working days after the successful bidder has received Notice of Award, he shall supply a schedule for the completion of the work.
- b. Subcontractors: Within ten (10) 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 Finance/Purchasing Division, including those already previously submitted.

- c. Insurance: Within ten (10) working days after the successful bidder has received Notice of Award, the bidder shall supply affidavits for all required insurance to the Contract Specialist of Finance/Purchasing Division.
- d. Performance Bond: Within ten (10) working days after the signing of the Agreement, the Contractor will supply the Performance Bond to the Contract Specialist of Finance/Purchasing Division.
- e. Payment Bond: Within ten (10) working days after the signing of the Agreement, the Contractor shall supply the Payment Bond to the Contract Specialist of Finance/Purchasing Division.

5. 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 Contracting Specialist/Purchasing Division 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 bidder 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.

6. 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 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's Finance/Purchasing Division as soon as possible. The Contractor agrees to secure from each Subcontractor copies of their approval Applications and furnish the County's Finance/Purchasing Division with a copy. The Contractor 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. Denver Occupational Privilege tax. Any employee working for a Contractor, or a subcontractor, who earns over \$500 working in Denver 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 Bidder 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.

7. 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 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.

8. Site Walk Through:

Contractors 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.

9. Architect Information:

The Architect for this project is:

Jviation, Inc.
Jon Weeks, P.E., Project Manager
900 S. Broadway, Suite 350
Denver, Colorado 80209
720.544.6503

III. REQUIRED DOCUMENTATION

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

- Pricing Form
- Contractor's Certification of Compliance
- Contractor's Statement (Signature)
- 5% Bid Bond (Sample Form at the end of the solicitation)
- List of proposed Sub-Contractors
- Reference Form

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

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