



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

INVITATION FOR BIDS (IFB)
COVER SHEET

IFB ISSUE DATE: December 31, 2020
IFB NUMBER: 2020.700
PROJECT TITLE: 2020 CDBG ADA Ramps Improvements Program
PRE-BID CONFERENCE: January 14, 2020, 1:00 P.M. MST – Non-Mandatory
4430 S. Adams County Parkway, Brighton, CO 80601
(Bidders shall meet in the Main Lobby – Fifteen (15) Minutes prior to the start of the pre-bid conference.)
QUESTION DUE: January 17, 2020, 4:00 P.M. MST
BID DUE DATE: **January 27, 2020, 10:00 A.M MST**
BID WILL BE RECEIVED AT: Adams County Government Center – Main Lobby
4430 S. Adams County Parkway
Brighton, CO 80601
CONTACT: Shannon E. Sprague, CPPB, Contract Specialist III
ssprague@adcogov.org /720-523-6052

DOCUMENTS IN THIS PACKAGE:

- 1) Invitation for Bids
 - Bid Instructions
 - General Terms and Conditions
- 2) Bid Proposal
- 3) Bid Summary
- 4) Bid Bond
- 5) Bid Schedules
- 6) Project Specifications
 - Project Special Provisions
 - Standard Special Provisions
- 7) Project Plans (Part of Appendices in item 6)
- 8) Submission Check List / Required Forms:
Contractor's Certification of Compliance
Contractor's Statement
Reference Form
- 9) Sample Agreement
- 10) Section 3 Clause
- 11) Form HUD-4010(06/2009)



INVITATION FOR BIDS
BID INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for the **2020 CDBG ADA Ramps Improvements Program (the Program), a HUD funded program.**
2. The Program is improving the County's ADA Accessibility by removing existing non-compliant ramps and installing new ADA ramps along Broadway Street and Conifer Road between US-36 and E. 84th Avenue, along Greenwood Boulevard between Granada Road and Elbert Street and a few curb ramps in the same neighborhood. The Program also improving damaged and safety related miscellaneous concrete in unincorporated Adams County. The program area maps in the construction plans identify the work locations.

The Program is funded through federal Community Development Block Grant funds. All work completed on the project will be performed in compliance with the Davis-Bacon Act and Federal Labor Standards Provisions (HUD Form 4010). All workers employed on this project shall receive the minimum prevailing Davis-Bacon wage requirements as specified in (:

General Decision Number: CO201900155

Modification #: 5

Dated: 12/26/2019

Website: (https://beta.sam.gov/wage-determination/CO20190015/5?index=wd&keywords=&sort=-modifiedDate&date_filter_index=0&date_rad_selection=date&wdType=dbra&state=CO&page=1)

or latest version. Wage requirements may change prior to start of work; current wage rates are in effect at the time of the bid opening. Wages will be effective 90 days after bid opening. If construction contract is not signed within the 90 day period, the most current wage rates will be in effect at that time.

3. The Contractor has **until April 15th, 2020** to finish the program after the "Notice to Proceed" is given. Failure to complete the program by this date, or an extended date approved by the County, will result in liquidated damages being assessed.
4. The Program has funding limits. If the low bid exceeds the budget allocated, the County will adjust the quantities listed in the Bid Schedules to meet the budget and ensure critical areas are completed in this project. No bid unit price adjustment will be allowed after the bid opening, even if quantities are reduced.
5. The only representative of the County with the authority to provide additional information, clarification, or interpretation regarding the specifications, and any other contract documents or requirements is the Contract Specialist.

6. Contract Specialist:
Shannon E. Sprague, CPPB, Contract Specialist III
Adams County Government Center, Finance Department
4430 S. Adams County Parkway, 4th Floor, Suite C4000A
Brighton, CO 80601
Email: [sspargue@adcogov.org](mailto:ssprague@adcogov.org)
Phone: 720-523-6052
7. All documents related to this IFB can be retrieved from the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
7.1. Interested parties must register with this service to receive these documents.
8. It is recommended that bidders on this program review the program site.
9. **Questions must be submitted in writing, via email to: Shannon E. Sprague, Contract Specialist III, CPPB.**
- Email: ssprague@adcogov.org.
10. It is imperative that prospective bidders provide correct email addresses of all individuals desiring to be informed of project announcements.
11. All communications regarding this project shall be clearly marked with the IFB Number and Project Title in the email subject line.
12. **Addendums will be posted on BidNet by the Contract Specialist.**
13. **Responses to Questions will be issued as an Addendum to the Contract.**
14. *** All IFB submittals shall include the following label directly on the outside of the envelope:**
- ATTN: Shannon E. Sprague, CPPB, Contract Specialist III**
IFB-SS-2020.700 / 2020 CDBG ADA Ramps Program
15. **One (1) hard copies of the Bid Proposal; Bid Summary, Bid Schedule(s), and list of proposed subcontractors identifying responsibilities are required.** A single hard copy of the original Bid Bond and other supportive documents shall be provided. In addition, Bidder shall submit **One (1) USB flash drives** each flash drive shall contain PDF scans of all required hard copies and **a copy of the Excel file used to print the submitted Attachment B. 2020.700 Bid Schedule MUST be included.**
16. The Bid Summary must be signed.
17. **SUBMISSION OF BIDS:** The bids must be received before **the date and time** specified in this solicitation. The Contractor is responsible for delivering the envelope containing the bid submittal as indicated below. If the submittal arrives late, it may be discarded. Addresses for submittals as follows:

Mailing Address:
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway, C4000A

Hand Deliveries accepted:
Adams County Government Center
First Floor Main Lobby Receptionist
4430 South Adams County Parkway

18. An opening of the bids will follow immediately thereafter. The bids will be opened publicly and read aloud.
19. **BONDING/SURETY REQUIREMENTS:**
- 19.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.
 - 19.2. 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.
 - 19.3. 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.
 - 19.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.
 - 19.5. Liquidated Damages will apply.
 - 19.6. Bonds may be submitted on the Standard AIA form.
20. **CONTRACTUAL OBLIGATIONS**
- 20.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Sample Agreement. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
 - 20.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement contract for any equipment, materials or services.
 - 20.3. 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 Board of County Commissioners and the successful Contractor.
 - 20.4. 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.
 - 20.5. Incorrect Pricing/Invoicing. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
 - 20.6. 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.
21. **METHOD OF AWARD**
- 21.1. It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.
22. **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.
23. **BUDGET:** Budget will not be disclosed.

24. The bidder will not be required to follow the prequalification and bidding procedures contained in the Rules for Prequalification, Debarment, Bidding and Work on Colorado Department of Highways' Road, Highway, and Bridge Public Projects, 2 CCR 601-10, ("Rules"). The County requires the bidders not be listed in the System for Award Management (SAM). <https://www.sam.gov/>
25. The lowest responsible bidder will be asked to provide a surety bond and a performance bond and will be provided an Agreement for signature.
26. No award will be made to any person, firm, or corporation that is in arrears, or has unresolved violations, upon any obligation to the County.
27. Bidders are invited to be present at the bid opening to make their own tabulation of the bids received or to observe the proceedings.
28. In making copies of the bidding documents available on the above terms, the County does so only for the purpose of obtaining bids on the work and does not confer a license of grant for use.
29. Adams County is an Equal Opportunity Employer.

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

INVITATION FOR BIDS
GENERAL TERMS AND CONDITIONS

1. **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 for Bids, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF BIDS**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:
 - 2.1.1. 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.
 - 2.1.2. 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 County's legal interpretation will prevail.
 - 2.1.3. 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.
3. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid Response.
4. 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.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

5.1. 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 County's interpretation will prevail.

5.1.1. 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.

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

5.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO ACKNOWLEDGE ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM SHALL BE ACKNOWLEDGED SEPARATELY.

5.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

- 5.2.1.1. 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.
- 5.2.1.2. Federal Identification Number: 84-6000732
- 5.2.1.3. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING BID

6.1. 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.

7. PREPARATION AND SUBMISSION OF BID

7.1.PREPARATION

- 7.1.1. 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.
- 7.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may be considered non-responsive.
- 7.1.3. Unit prices shall be provided by the Contractor on the Bid Schedules provided by the County. 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.
- 7.1.4. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
- 7.1.5. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

7.2.SUBMISSION

- 7.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Bid Schedules, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid. The Contractor shall not alter the Bid Schedule. Only sealed Bids received by the County will be accepted; All Bids submitted via telephone, email, or facsimile machines will be discarded.
- 7.2.2. Each Bid must be submitted at the time and place, with the number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Bid non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 7.2.4. 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.
- 7.2.5. 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.
- 7.2.6. Contractors, The County reserves the right to declare a 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.

7.3.PRICING INSTRUCTIONS

- 7.3.1. All prices quoted shall be firm and fixed. Pricing shall be in the format contained of this Proposal. Do not include cost or price figures anywhere except in the cost and pricing section.

8. LATE BIDS

- 8.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be discarded, or returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. 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: **IFB-SS-2020.700 / 2020 CDBG ADA Ramps Improvements Program.**
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the County 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 County to close County offices.

9. MODIFICATIONS/WITHDRAWAL OF BIDS

- 9.1. **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 Contract Specialist 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 Contract Specialist will be considered the valid modification.

9.2. WITHDRAWAL OF BIDS

- 9.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to the Contract Specialist 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.
- 9.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of one-hundred twenty calendar days. If a Bid is withdrawn by the Contractor during this one-hundred twenty -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.

10. REJECTION OF BIDS

- 10.1. **REJECTION OF BIDS.** The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;
- 10.1.2. Re-advertise this Solicitation;
- 10.1.3. Postpone or cancel the process;
- 10.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

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

- 10.2.1. The Contractor misstates or conceals any material fact in its Bid Response;
 - 10.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;
 - 10.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
 - 10.2.4. 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;
 - 10.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement; and or
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

11. ELIMINATION FROM CONSIDERATION

- 11.1. 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.
- 11.2. 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.
- 11.3. Any communications in regards to this Solicitation must go through the Contract Specialist. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. 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.

12. **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.

13. **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.

14. INVOICING REQUIREMENTS: Contractor must be capable of providing invoices that include the following details:

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to Contractor with the Notice of Award issuance)
- Service location (Work / Ramp area address)
- County Project Manager
- Itemized charges, including unit of measurement and material quantities
- Total charges
- Payment Address or ACH Information

Contractor shall also provide monthly statement billing (if requested by the County).

Invoices will be submitted for payment upon completion of work and after inspection of work is completed by assigned County Designated Project Manager.

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

BID PROPOSAL

2020.700/ 2020 CDBG ADA Ramps Improvements Program

Proposal of _____ (hereinafter called Bidder),

organized and existing under the laws of the State of _____, doing
business as

(an) (a)_____. * (Insert "corporation, partnership, individual", as
applicable)

To the Owner:

In accordance with the advertisement of Adams County inviting bid proposals for the **2020.700/ 2020 CDBG ADA Ramps Improvements Program** herein before named, and in conformity with the Contract Plans, Contract Documents, Specifications, and Special Provisions and all Addenda pertaining thereto, all on file at the County.

The County's Contract Specialist for this project is identified in the Invitation to Bid.

Bidder hereby certifies that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the site, of the work, and Contract form, together with the Plans, Specifications, and Special Provisions for the construction of the above named Project.

Bidder understands that the quantities of work shown herein are approximations and are subject to be increased or decreased; that all quantities of work, whether increased or decreased within the limits specified in the Contract, are to be performed at the unit prices or lump sums as shown on the attached schedule; that at the time of opening bids, a total bid only will be read, but that a comparison of bids will be based on the correct summation of item totals obtained from the unit prices or lump sum totals bid as provided in Section 102 Bidding Requirements and Conditions of the Project Specifications.

Bidder proposes to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed, all in accordance with the terms of the Contract Documents, Plans, Specifications, and the Special Provisions forming apart thereof.

Bidder further proposes to execute the form of Agreement and provide the required Bonds within 10 days after receiving written Notice of Intent to Award.

Bidder further proposes to perform all work in accordance with the Contract Documents, Plans, Specifications, Standard Special Provisions, and Project Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance by the County.

Bidder hereby agrees to commence work under this contract upon Receipt of Notice to Proceed and to fully complete the project by **April 15th, 2020** after notice to proceed. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.

NOTICE CONCERNING BID

BIDDERS must use correct Bid forms. Failure to use the correct Bid forms shall cause rejection of the bid. Bids may be considered non-responsive if they do not include bids for all of the items listed in the Bid Schedules.

The quantities listed in the Bid Schedule are estimates only, and indicate relative amount of anticipated work.

The total amount of the Project (Total) shall be restated on the Bid Summary.

Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.



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

BID SUMMARY

2020.700 / 2020 CDBG ADA Ramps Improvements Program

TOTAL FROM BID SCHEDULES: \$ _____ <div style="text-align: right; margin-top: 5px;">(Amount in Figures)</div>	
_____ <div style="text-align: right; margin-top: 5px;">DOLLARS.</div>	
_____ <div style="text-align: left; margin-top: 5px;">(Written Amount)</div>	

Respectfully Submitted:

 Company Name

 Date

 Telephone

 Company Address

 FAX No

 Signature

 Name Printed or Typed

 Title

 Telephone

 License No. (if applicable)

ADDENDA ACKNOWLEDGMENTS

I, the undersigned, as Secretary of the Corporation submitting the foregoing Proposal, hereby certify that, under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do. (SEAL)

ATTEST: _____

My Commission expires: _____

 ADDENDA NO.

 DATE

 ADDENDA NO.

 DATE



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

(Name and Address of Contractor)

as Principal, and _____ as Surety,

(Name and Address of Surety)

are hereby held and firmly bound unto Adams County as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.

Signed this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing,

for _____

(Project Name and Project Number)

NOW THEREFORE,

- (A) If said BID shall be rejected, then this obligation shall be void.
- (B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Principal, Contractor)

(Surety)

BY: _____

IMPORTANT - - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



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

BID SCHEDULE(S)

- A. **Bid Schedule:** Provide a Gantt Chart that provides an estimated start and completion date, delivery and performance schedule based on the completion date of April 15, 2020.
- i. If April 15, 2020 for work completion does not match the ARO calendar days as specified in the submitted **Attachment B. Bid Pricing Form** then provide the Gantt Chart to match the submitted ARO work completion date.

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