

**ADAMS COUNTY
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT ("Agreement") #2020-001 is made as of this 4 day of September, 2020, 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 JCOR Mechanical, Inc., located at 15800 West 5th Avenue, Golden, Colorado 80401, 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:

**MODULE "B" SANITARY SEWER LINE REPLACEMENT
AT THE DETENTION FACILITY IFB-2020-001**

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor

shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

4.1. Term of Agreement: The work to be performed under this Agreement shall be completed by December 31, 2020.

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 \$249,248.00 for the base bid, \$87,112.00 for Alternate #1 and \$138,538.00 for Alternate #5 for a total of \$474,898.00.

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered, and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

6.1. 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.

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

6.3. 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 Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100

4,000,000	10,000,000	5,800
10,000,000	—	7,000

- 6.4. 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.
- 6.5. 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 of aforementioned date.
- 6.6. 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.

7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

8. WARRANTY

- 8.1. 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.

9. SUBCONTRACTING

- 9.1. 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.

10. CHANGE ORDERS OR EXTENSIONS

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

10.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. INSPECTIONS, REVIEWS AND AUDITS

11.1. 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:

11.1.1. Work to be completed, if any; and,

11.1.2. Work not in compliance with the Agreement, if any; and,

11.1.3. Unsatisfactory work for any reason, if any.

11.2. 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.

12. CLEAN-UP

12.1. 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.

13. PROJECT ADMINISTRATION

13.1. The Project Manager for this Agreement shall be Mike VanGorder, who can be reached by phone at 303-655-3335 or 720-641-8501. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

13.2. 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.

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

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

14. **NONDISCRIMINATION**

14.1.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.

14.1.1. 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.

15. **INDEPENDENT CONTRACTOR**

15.1.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.

16. INDEMNIFICATION

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

17. INSURANCE

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

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence	\$1,000,000
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*This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

17.2. 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:

17.2.1. 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.

- 17.2.2. 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.
- 17.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 17.3. 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.
- 17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

18. TERMINATION

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

Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

19. BONDING:

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

20. MUTUAL UNDERSTANDINGS

20.1. 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.

20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

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

Department: Adams County Detention Facility (Facilities)
Contact: Mike VanGorder
Address: 150 North 19th Avenue
City, State, Zip: Brighton, Colorado 80601
Phone: 303-655-3335 or 720-641-8501
E-mail: mvangorder@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@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: JCOR Mechanical Inc.
Contact: Cody Overstreet
Address: 15800 West 5th Avenue
City, State, Zip: Golden, Colorado 80401
Phone: 303-271-9787
E-mail: cody@jcor mech.com

- 20.8. 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.
- 20.9. 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.
- 20.10. 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.

20.11. 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.

20.12. Miscellaneous: Security Breaches and Personal Information.

If Contractor obtains personal identifying information, as that term is defined in C.R.S. 24-73-101, from the County during the course of this Agreement, Contractor shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. 24-73-101 when that information is no longer needed for the performance of this Agreement. Contractor shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

In the event of a security breach, as defined in C.R.S. 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Contractor shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

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

**ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS**

[Signature]
Chair

09-04-20
Date

JCOR MECHANICAL, INC.

[Signature]
Signature

08/27/20
Date

Cody Overstreet
Printed Name

Vice President
Title

ATTEST:
Josh Zygielbaum, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

8/25/2020 Doug Edelstein's email approval
Adams County Attorney's Office

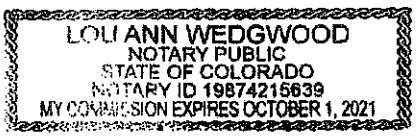
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Jefferson) STATE OF Colorado) SS.

Signed and sworn to before me this 27th day of August, 2020,

by Cody Overstreet

[Signature]
Notary Public



My commission expires on: 10/01/21

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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


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

CONTRACTOR:

JCOR Mechanical, Inc
Company Name

08/27/20
Date

Cody Overstreet
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.



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

INVITATION FOR BID (IFB) COVER SHEET

IFB Issue Date: **MAY 7, 2020**

IFB Number: **IFB-AF-2020-001**

IFB Title: **MODULE "B" SANITARY SEWER LINE
REPLACEMENT AT THE DETENTION FACILITY**

Mandatory Pre-Bid Meeting: **MAY 14, 2020 at 10:00 am MT**
Please bring your own PPE
County will not supply this equipment
Adams County Detention Facility-Main Entrance
150 North 19th Avenue
Brighton, CO 80601

IFB Questions Due: **MAY 19, 2020 by 12:00pm MT**
Electronic Submission BidNet

Bid Due Date: **MAY 27, 2020, 2:00pm MT**
Electronic Submission BidNet
Adams County Government Center
Central Front Lobby Desk
4430 South Adams County Parkway,
Brighton, CO 80601

For additional information please contact: Anna Forristall, Contract Specialist IV
720-523-6297; aforristall@adcogov.org

Documents included in this package:

- Bid Instructions
- General Terms and Conditions
- Specifications/Scope of Work
- Pricing Form
- Contractor's Certificate of Compliance
- Contractor's Statement
- References Form
- Appendix A – Sample Agreement
- Appendix B – Plans & Specifications
- Appendix C – PVC Schedule 80 Fittings & Pipe
- Appendix D – Solvent Cements Technical
- Appendix E – Clevis Hangers
- Appendix F – Stainless All Thread
- Appendix G – Stack Pipe
- Appendix H – Sheriff's Questionnaire



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

INVITATION FOR BID
BID INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **MODULE "B" SANITARY SEWER LINE REPLACEMENT AT THE DETENTION FACILITY** as specified herein from a source of supply that will provide prompt and efficient service to the County.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in the Cover Sheet of this solicitation. The Contractor is responsible for submitting their bid electronically in BidNet Rocky Mountain Bid System.
3. 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>
 - 3.1. Interested parties must register with this service (free) to view and download these documents.
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:** This is a one (1) year agreement for project work with the option of three (3) annual project specific renewals at Adams County's sole discretion which may include but are not limited to the following: project review, design, materials, and installation fee rates.

6. CONTRACTUAL OBLIGATIONS

- 6.1. The successful Contractor may 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 document prior to Agreement execution.
- 6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

7. **METHOD OF AWARD** - It is the intent of the County to award to the Contractor who provides the lowest responsive and responsible bid.

8. Questions which arise during Bid preparation regarding issues around this Solicitation, purchasing and/or award shall submit these questions electronically in BidNet. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is/are received by the County.

9. **PRE-BID CONFERENCE AND WALK-THROUGH IS MANDATORY:**

A **mandatory** pre-bid conference will be held Thursday, May 14, 2020 at 10:00 am at the Adams County Detention Facility, 150 North 19th Avenue, Brighton, CO 80601. Please check-in at the main entrance with your ID. Please bring the necessary PPE. The County is not responsible to provide personal protective equipment at this site visit. This meeting is an opportunity to discuss the Specifications and Work Scope. A representative of the Contractor must attend this **mandatory** conference in order to qualify to respond to this Solicitation.

10. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

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.

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

12. BUDGET: Budget will not be disclosed.

13. DEBARMENT: By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or Sub-contractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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

INVITATION FOR BID
GENERAL TERMS AND CONDITIONS

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

15. CONTENTS OF BIDS

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

15.1.1. Contractors shall make all investigations necessary to thoroughly understand the requirements of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

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

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

16. Equal Opportunity: 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 Sub-contractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid Response.

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

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

18. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

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

18.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, **the Contractor must submit an electronic question in BidNet** for clarification. The Contractor submitting the request shall be responsible for ensuring that the question is submitted in BidNet prior to the deadline as stated on the Cover Sheet of this solicitation.

18.1.2. The County shall issue an electronic addendum if substantial changes which impact the technical submission of Bids are required. The addenda will be available at the Rocky Mountain E-Purchasing System (BidNet) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

18.1.3. **ADDENDUM/ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL ADDENDA POSTED ON THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). EACH AND EVERY ADDENDUM SHALL BE SEPARATELY ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM.**

18.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

18.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty (30) days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts

the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

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

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

19. SIGNING BID AND COLLUSION

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

20. PREPARATION AND SUBMISSION OF BID

20.1. PREPARATION

20.1.1. The Bid must be typed or legibly printed in ink. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

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

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

20.1.4. Prices that are not in accordance with the measurements and descriptions requested in the Pricing Form may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

20.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.

20.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

20.2. SUBMISSION

- 20.2.1. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only Bids received electronically in BidNet will be accepted; Bids submitted in hard copy form or via telephone, email, or facsimile machines are not acceptable.
- 20.2.2. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 20.2.3. 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.
- 20.2.4. Contractor is responsible for ensuring their Bid is received in BidNet prior to the deadline outlined in the solicitation.
- 20.2.5. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

21. LATE BIDS

- 21.1. Bids received after the date and time set in the Solicitation shall be considered non-responsive.
- 21.2. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to submit their Bid due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

22. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 22.1. MODIFICATIONS TO BIDS. Bids may only be modified in an email to the Buyer contact (Cover Sheet) on Contractor letterhead and must be received prior to the time and date set for the bids to be opened. Each modification submitted to the Buyer contact must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked. If more than one modification is submitted, the modification bearing the latest date of receipt by the Buyer contact will be considered the valid modification.

22.2. WITHDRAWAL OF BIDS

22.2.1. Bids may be withdrawn by email to the Buyer contact (Cover Sheet) 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 Buyer contact must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the withdrawal letter.

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

23. REJECTION OF BIDS

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

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

23.1.2. Re-advertise this Solicitation.

23.1.3. Postpone or cancel the process.

23.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation.

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

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

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

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

23.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or

23.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement form.

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

24. ELIMINATION FROM CONSIDERATION

24.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

- 24.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 24.3. Any communications in regard to this Solicitation must go through the Buyer contact (Cover Sheet) or the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 24.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 24.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

25. QUALIFICATIONS OF CONTRACTOR:

- 25.1. The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes but is not limited to current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

26. **AWARD OF SOLICITATION:** The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. 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.

END OF GENERAL TERMS AND CONDITIONS



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

**INVITATION FOR BID #2020-001
SPECIFICATIONS/SCOPE OF WORK**

I. SPECIFICATIONS/SCOPE OF WORK

Adams County is seeking bids from qualified and experienced suppliers to provide materials and services for the **MODULE "B" SANITARY SEWER LINE REPLACEMENT AT THE DETENTION FACILITY.**

II. REQUIRED DOCUMENTATION

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

List items which must be included in the bid submittal in order to be accepted and reviewed:

- 5% Bid Bond
- W-9
- Corporate Safety Plan
- Work Schedule
- Submission Check List
- Pricing Form
- Contractor's Certification of Compliance (Signature required)
- Contractor's Statement (Signature required)
- References Form for three (3) projects of similar size and scope

III. RESPONSE FORMAT

Electronic submission to BidNet at the time 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.

IV. QUALIFICATIONS AND BID RESPONSE

In addition to the Bid, please provide the minimum following information. Insufficient, inaccurate, or blank responses may be considered non-responsive and therefore, disqualify the Bid response.

- A. Describe (no more than one page) your corporate safety plan. Identify if safety plans are tailored to project specifics. Attach a copy of the table of contents for the safety plan (if available). Adams County reserves the right to request a full copy of the safety plan.

- B. Schedule: (no more than one page) Identify schedule acceptance as indicated in the Specifications/Scope of Work or provide an alternate schedule for work. Include appropriate submittal review and approval time in the schedule.
- C. Contractor and/or Sub-contractor has/have answered all add alternate pricing requested in this solicitation or that have been requested in an addendum.
- D. If awarded Contractor has previously performed any type of work for Adams County, they are expected to be in good terms with the County. The awarded vendor shall not have any of the following: Legal litigation with Adams County; Bond issues/concerns with Adams County; Previous workmanship, performance or warranty issues/concerns with Adams County; Utilize Sub-contractors or temporary labor that have any current or outstanding legal issues with Adams County or workmanship/performance issues and/or concerns with Adams County.
- E. Adams County reserves the right to approve or decline any submitted/proposed Sub-contractors or temporary labor. No work will commence until all successful Contractors and Sub-contractors and temporary labor have been reviewed and approved by Adams County.

V. PURPOSE: TO ESTABLISH AN AGREEMENT FOR SANITARY SEWER LINE REMOVAL AND SANITARY SEWER LINE INSTALLATION AT THE ADAMS COUNTY DETENTION FACILITY, located at 150 North 19th Avenue, Brighton, CO 80601. Although this Solicitation specifies exact location for sanitary sewer line replacement for the County, it is understood and agreed that the County may, during the term of the contract, request additional sanitary sewer line replacement services from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor throughout the contract period. No guarantees are made that additional services will be requested.

1. **Term of Agreement**: The agreement shall commence when signed by both parties. This project is expected to be completed by December 31, 2020. Adams County has the sole discretion to renew the agreement for three (3) one-year terms. Renewals may include project specific services such as project review, design, materials, and installation fee rates.

2. **Adams County reserves the right to determine the Detention Facility Module that is in the most critical need to conduct the sanitary sewer line replacement.**

3. **Material Specifications** – see permit plans.

3.1 Toilet waste connections in the chases that connect the Inmates toilets to the sewer main shall be priced as an add alternate. Please take note that these devices are special in nature so that they will not allow inmates to have the ability to pass items/contraband back and forth between cells via the toilet sewer line and that these devices prevent sewage backups from going into other cells. It is very important that these are properly addressed and that they are a one-for-one replacement and are priced as an add alternate for this bid. (Please refer to the provided prints of these devices).

3.2 PVC and fittings shall be Spears gray schedule 80. (Refer to Appendix C).

- 3.3 All p-traps and floor drains shall be installed in such a fashion that a 5/8", 1/2" and 3/8" cabled sewer machines, Water Jetter's, etc. can pass through the traps radius with ease and not get caught or bound in the connection or at the connection points. We will expect that all p-traps are installed so all necessary equipment can make it through the p-trap and travel smoothly into the main line.
- 3.4 PVC solvent cements and PVC cleaners for all schedule 80 PVC and fittings shall be Spears Mfg. (Refer to Appendices C and D).
- 3.5 All clevis hangers shall be stainless and match what has been installed in "A" Module.
- 3.6 All clevis hangers shall be hung using stainless all thread, washers, bolts and nuts.
- 3.7 All clevis hangers shall be assembled using stainless bolts, washers and nuts.
- 3.8 All clevis hangers shall have sheet metal shields installed under the pvc except where husky bands are to be installed. (Please refer to the provided construction documents (Section 15400- plumbing).
- 3.9 All sanitary sewer/ waste lines located in the crawl space area shall be replaced. This is to include mechanical room floor drains, all clean outs, Janitors closets mop sinks, etc. This shall include Booking, PR cells, group hold cells, Booking staff bathrooms, Booking showers, Booking hand sinks, Booking medical, B mechanical room, and all floor drains within this location.
- 3.10 All no hub connections shall be Husky band 4 strap. This is to include connections to existing cast iron that in set in place when the concrete was poured.
- 3.11 All sanitary sewer line shall be labeled. Labeling shall include direction of flow, main line labeled, and connections from cells heading towards the main are to be labeled. All labeling shall meet current code requirements. Please refer the provided construction documents (for permit plans) section 220000- General plumbing requirements.

4. **Site Safety:**

- 4.1 Any Contractor or Sub-contractor that will be working in the crawl space will be responsible for ensuring that they are wearing the proper PPE for this project at all times. The successful Contractor shall supply their own PPE for their staff.
- 4.2 There shall be no aluminum cans, glass, silverware, knives, and lighters, introduced into a secured area.
- 4.3 All areas are subject to site inspections and tool inspections by Adams County Facility Operations or assigned designee.
- 4.4 It is the successful Contractor's responsibility to use precautions when setting up ladders, scaffolding or lifts as to not damage the landscaping, windows, sidewalks or floors, etc.

4.5 Any damage to the Building or Adams County Property caused by the Contractor or Sub-contractor must be reported immediately to the Facility Operations Supervisor, or designee. All repairs shall be confirmed in writing and given to the Facility Operations Supervisor prior to starting any repairs.

4.6 At no time shall there be any trash, tools, materials or any objects left unattended. Due to the environment and working in a secured area of the facility, it will be expected that the vendor provides a high level of awareness for his/her surroundings and ensures that the safety for inmates and staff is held to a high level. At no time shall any tools, materials, etc. be left unattended.

4.7 All tools to perform the job are required to be checked in and accounted for before leaving the work area. Tools are to be checked in at the start and finish of each day until the job has been completed. It is the Contractor's responsibility to ensure all tools checked into the facility are accounted for and if found missing **MUST BE REPORTED IMMEDIATELY** to the Facility Operations Supervisor.

4.8 During the project, if sky lifts are utilized, the keys must be removed when the equipment is left unattended. All ladders, job boxes, large tools, scaffolding, platforms, etc. shall be properly secured at the end of each business day in an area determined/designated by the Facility Operations Supervisor or designee.

4.9 Before any work can commence all successful Contractor's and Sub-contractor's employees conducting work must complete and pass a background check. Adams County will provide a background questionnaire form. This must be filled out truthfully and returned along with a photo I.D to the Adams County Facility Operations Supervisor for processing. Do not contact Facility Operations if you have staff or Sub-contractors that do not pass the background process.

4.10 All Contractors and Sub-contractors shall follow Adams County Facility Operations policies and procedures:

- The successful Contractor and Sub-contractor shall check in at the Facility Operations Office prior to beginning the job.
- The Contractor shall receive a copy of Facility Operations Contractor regulation FO-06 and Safety program FO-05 at that time.
- Each awarded Contractor and Sub-contractor shall adhere to the rules and regulations while working within a secured environment. The Contractor or Sub-contractor shall present themselves in a professional manner at all times.

4.11 At no time shall any Contractor and Sub-contractor converse with any inmate alone or unsupervised. If any Contractor and Sub-contractor is found holding an unsupervised conversation with any inmates, they will be asked to leave the premise and their privileges will be revoked.

5. Workmanship

5.1 Provide experienced, well-trained technicians competent to complete the work as specified herein.

5.2 Contractor/ Installer shall supply all tools, ladders, and equipment necessary for completion of the job.

5.3 A waste dumpster will be provided by Adams County at our expense. The transport of waste materials including old cast iron pipe, hangers, etc. will need to be properly contained to prevent leakage during transport to the provided dumpster. It will be the responsibility of the Contractor to transport the items to the dumpster. During the transport of the waste, the route used shall be kept clean at all times. The Contractor will give Adams County a minimum of 24-hours notice to have the dumpster placed, reset, emptied, or removed. At no time shall there be any materials dropped, misplaced, discarded in a secured or unsecured area that inmates have access.

5.4 Contractor/Installer shall communicate with the Facility Maintenance Supervisor on what desired areas they will be removing existing sanitary sewer line. Only remove what can be replaced in a single day's work. Sanitary pipe that has been removed and not tied in to the main or is in a section that has not been completed, the vendor will properly plug the ends to prevent off-gassing into the work environment.

5.5 Once a Module/pod sanitary sewer line has been successfully replaced, the City of Brighton and Facility Operations will inspect all workmanship for safety, proper pitch and to ensure that the SOW and construction documents are read and followed.

5.6 Adams County Facility Operations will not accept sub-standard workmanship or defective materials.

5.7 Vendor shall provide shop drawings upon project completion.

5.8 Vendor shall provide 1-year's warranty on all labor and material.

5.9 All new equipment that is installed shall be completed in such a fashion that it is maintenance friendly and that any necessary repairs that have to be completed, can be done so with ease. Accessibility to repair equipment is a priority.

5.10 Since this work has been completed in "A" Module, it will be expected that all remaining work that is to be performed for all remaining modules shall match Module "A".

5.11 Once a Module/Pod has been fully completed, it will be required that the Vendor contact the City of Brighton and schedule all inspections. The inspection shall be completed prior to moving to the next location. Vendor shall also obtain all necessary State permits prior to commencing work.

6 Completion and Closeout:

6.1 Total completion to include punch lists items, billing, etc. shall be completed before December 31, 2020.

6.2 The initial punch list shall be prepared by the Contractor in conjunction with the Facility Operations Supervisor or designee prior to completion. The Designer of record will review and substantiate/add to the list prior to review with the County.

6.3 The Contractor shall work diligently to complete the items on the initial punch list within a reasonable amount of time and will, upon request, provide documentation that will support completion of the initial punch list.

6.4 Before acceptance, a final summary of the punch list and corrections shall be prepared by Contractor and reviewed with the Designer and Adams County Facility Operations.

6.5 Upon completion, the Contractor shall supply all warranties, shop drawings, permits, mfg. warranty documents to the Adams County Facility Operations Supervisor or designee.

6.6 All completed work will be inspected by Adams County Facility Operations and any deficiencies must be corrected within 72 hours of inspection.

7 Work Schedule/Work hours of work:

7.1 Work hours are Monday through Friday, 7:00am to 3:00pm. The Contractor may be required to work nights or weekends. This will be at the discretion of the Facility Operations Supervisor.

7.2 If the Contractor elects to work weekends, it must be approved by the Facility Operations Supervisor (3) days prior to starting. This will allow for additional staffing, if needed, for security reasons.

7.3 There will be absolutely no work scheduled on County Observed Holidays.

<u>Date</u>	<u>Day</u>
January 1, 2020	Wednesday
January 20, 2020	Monday
February 17, 2020	Monday
May 25, 2020	Monday
July 3, 2020	Friday
September 7, 2020	Monday
October 12, 2020	Monday
November 11, 2020	Wednesday
November 26, 2020	Thursday
November 27, 2020	Friday
December 24, 2020	Thursday
December 25, 2020	Friday

7.4 Due to the nature of the buildings and day to day activities, the Contractor shall communicate with the Facility Operations Supervisor regarding start and end time for work that is to commence in secured and unsecured areas of the facility. Vendor must be able to communicate and take directives effectively from the Supervisor or his/her designee on a regular basis.

7.5 Access to individual cells, day spaces or other areas in which there is inmate occupancy and inmate movement, if needed, this task will be handled through the Sheriff's Department and their staff to ensure that safety and security measures are handled properly. Inmate moves that are required to gain access to secured areas could take up to 3-5 business days.

7.6 Vendor shall provide a project schedule within (10) days of being awarded the contract. They shall review and update this schedule as necessitated by weather or other delays.

7.7 At a minimum, weekly progress update notes and/or meetings are required with the Contractor. Contractor shall also be required to make daily updates for work activities and key information.

7.8 Adams County will make the sole decision on what location is in the most need to be completed first.

8 Additional requirements:

8.1 A Colorado and national background check will be required for all persons prior to being granted access to County Facilities. Those that do not pass the background check will not be allowed to work within any Adams County Facility in which there are Sheriff's personal or inmates.

8.2 It is preferred that the awarded vendor be able to complete the entire project utilizing their own staff. All Sub-contractors will need to be approved by the Adams County Facility Operations Supervisor or designee before performing any duties as part of the work to be completed.

8.3 The awarded Vendor shall work closely with Adams County Facility Operations to eliminate any unnecessary change orders. It will be expected that the awarded Vendor and Adams County Facility Operations keep the lines of communication open at all times and work together for total completion.

8.4 Three (3) References must be provided of similar projects. Adams County Facility Operations may visit those references to check quality of work.

8.5 It shall be the Vendor's responsibility to field measure all areas listed in the scope of work.

8.6 Vendor shall provide adequate staffing to complete a project of this size within the Facility Operations time frame as stated above.

8.7 Provide an itemized cost associated with each area listed in the Pricing Form. Adams County reserves the right to add or remove specified areas to be within the budgeted amount for this project.

8.8 If a section of pipe is removed and leaves a hole the vendor shall conduct all repairs, fire proofing, sealing, etc.

8.9 All installation of all stainless clevis hangers and stainless all thread shall meet current building code for proper spacing.

9 Shipping and or freight costs

10.1 All items shall be shipped freight prepaid, F.O.B. Adams County Detention Facility in care of Facility Operations, 150 North 19th Avenue, Brighton, CO 80601. No additional charges for packing, drayage or any other purpose will be allowed.

10.2. Risk of loss on all items shipped by seller shall pass to the buyer subject to the buyer's inspection and acceptance.

END OF SPECIFICATIONS/SCOPE OF WORK



ADAMS COUNTY
COLORADO

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

INVITATION FOR BID #2020-001
PRICING FORM

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

Contractor Name

Date

Contact Person

Title

Phone

Email Address

TOTAL PROJECT COST: Firm Fixed Price / Base Bid: \$ _____

Add Alternate Pricing:

Vendor is to provide pricing on the following items listed below. These items may be deemed necessary for this project to be completed to Adams County Facilities expectations and are part of the project.

Ln	Description	Each Price
1	Chase toilet waste connections/stack fittings/back to back fittings in chases	\$
2	Installation of toilet waste connections/stack fittings/back to back fittings in chases	\$
3	Replacement of chase vent pipe (Schedule 80 PVC)	\$
4	Replacement of chase vent pipe (Schedule 40 PVC)	\$
5	A Module janitors closet mop sink, A Module hallway/corridor, classifications, work release restroom, etc.	\$

Time and Material:

For additional work scope not included in the Base Bid, please include Time and Material rates as follows:

Time / Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours

Materials Rates:

Maximum (Not to exceed) mark-up value for materials: _____ %

Proposed Schedule:

We CAN / CANNOT complete the work identified in this IFB as requested.

circle one

If not, our proposed completion date is no later than: _____



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

**INVITATION FOR BID #2020-001
SUBMISSION CHECK LIST**

- | | | |
|---|------------|-----------|
| Does your Bid comply with all terms and conditions of this Solicitation? If no, indicate exceptions. | YES | NO |
| Does your Bid provide proposed revisions to the attached Sample Agreement (Appendix A)? If so, please include changes. | YES | NO |
| Does your Bid meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions. | YES | NO |
| May any other governmental entity avail itself of this Agreement and purchase any and all items/services specified? | YES | NO |
| Have all the addendums been acknowledged or enclosed? (Contractor's Statement Form) | YES | NO |
| Has a duly authorized agent of the Contractor signed the Contractor's Statement Form and Contractor's Certification of Compliance Form? | YES | NO |
| Have your firm or your Sub-contractors ever received a Notice to Cure, Reprimand Letter, Cancel Agreement Notice, or Cancel Purchase Order Notice from Adams County? If so, please explain. | YES | NO |



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

INVITATION FOR BID
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE
(Signature Required)

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

Contractor Name

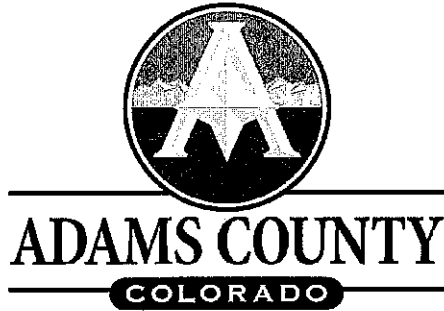
Printed or Typed Name

Signature

Title

Date

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



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

INVITATION FOR BID #2020-001
CONTRACTOR'S STATEMENT
(Signature Required)

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

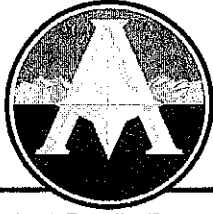
If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List each addendum number separately): _____

_____ Contractor Name	_____ Date
_____ Signature	_____ Printed Name
_____ Title	
_____ Address	
_____ City, State, Zip Code	_____ County
_____ Telephone	_____ Fax
_____ Email	



ADAMS COUNTY
COLORADO

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

**INVITATION FOR BID
REFERENCES FORM**
(For projects of similar size & scope)

1. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

2. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

3. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

ADAMS COUNTY MODULE A SEWER LINE REPAIRS

150 N 19th AVE.
BRIGHTON, CO 80601

CONSTRUCTION DOCUMENTS
APRIL 19, 2019

DESIGN TEAM
MECHANICAL

MAXSON ENGINEERING
8307 SHAFFER PARKWAY
SUITE 200
LITTLETON, CO 80127
303-933-2700

MECHANICAL ENGINEER:
SCOTT MILLER, PE



PROJECT DESCRIPTION

REPLACE ALL BELOW FLOOR SANITARY SEWER PIPING.

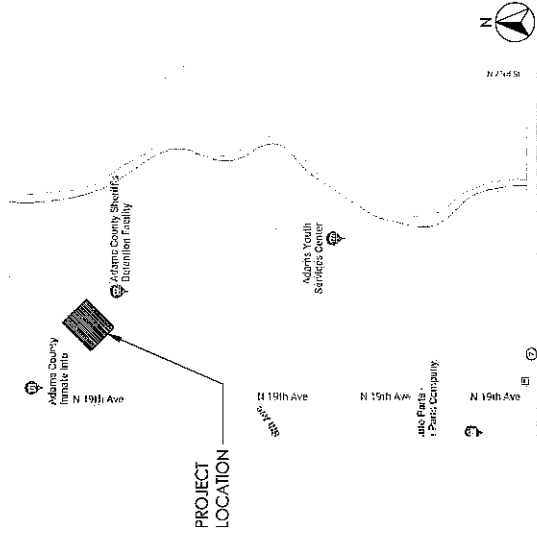
CODES

INTERNATIONAL BUILDING CODE 2018
INTERNATIONAL PLUMBING CODE 2018
ADAMS COUNTY DEVELOPMENT STANDARDS & REGULATIONS 2014 EDITION

PROJECT SHEET LIST

GENERAL	G001	COVER SHEET
PLUMBING	P001	PLUMBING LEGENDS, NOTES & SPECIFICATIONS
	P100	UNDER-FLOOR PLUMBING DEMOLITION PLAN
	P100	UNDER-FLOOR PLUMBING PLAN

VICINITY MAP



ADAMS COUNTY - MODULE A SEWER LINE REPAIRS
150 N 19TH AVE
BRIGHTON, CO 80601

Revision History	Date	Drawn By	Checked By
		AGH	SMW

G001

COVER SHEET



ADAMS COUNTY
 400 S. MAIN STREET
 BRIGHTON, CO 80601
 PHONE: (303) 682-1000
 FAX: (303) 682-1001
 WWW.ADCOUNTY.CO



MAXSON
 ENGINEERING
 1500 N. 19TH AVE.
 BRIGHTON, CO 80601
 PHONE: (303) 682-1000
 FAX: (303) 682-1001
 WWW.MAXSONENGINEERING.COM



DESIGN TEAM
 PROJECT NO. 1500 N 19TH AVE
 SHEET NO. PD100
 DATE: 08/20/2014

ADAMS COUNTY - MODULE A SEWER LINE REPAIRS

1500 N 19TH AVE
 BRIGHTON, CO 80601

DESIGNED BY:	AGH
CHECKED BY:	SMK
DATE:	08/20/2014

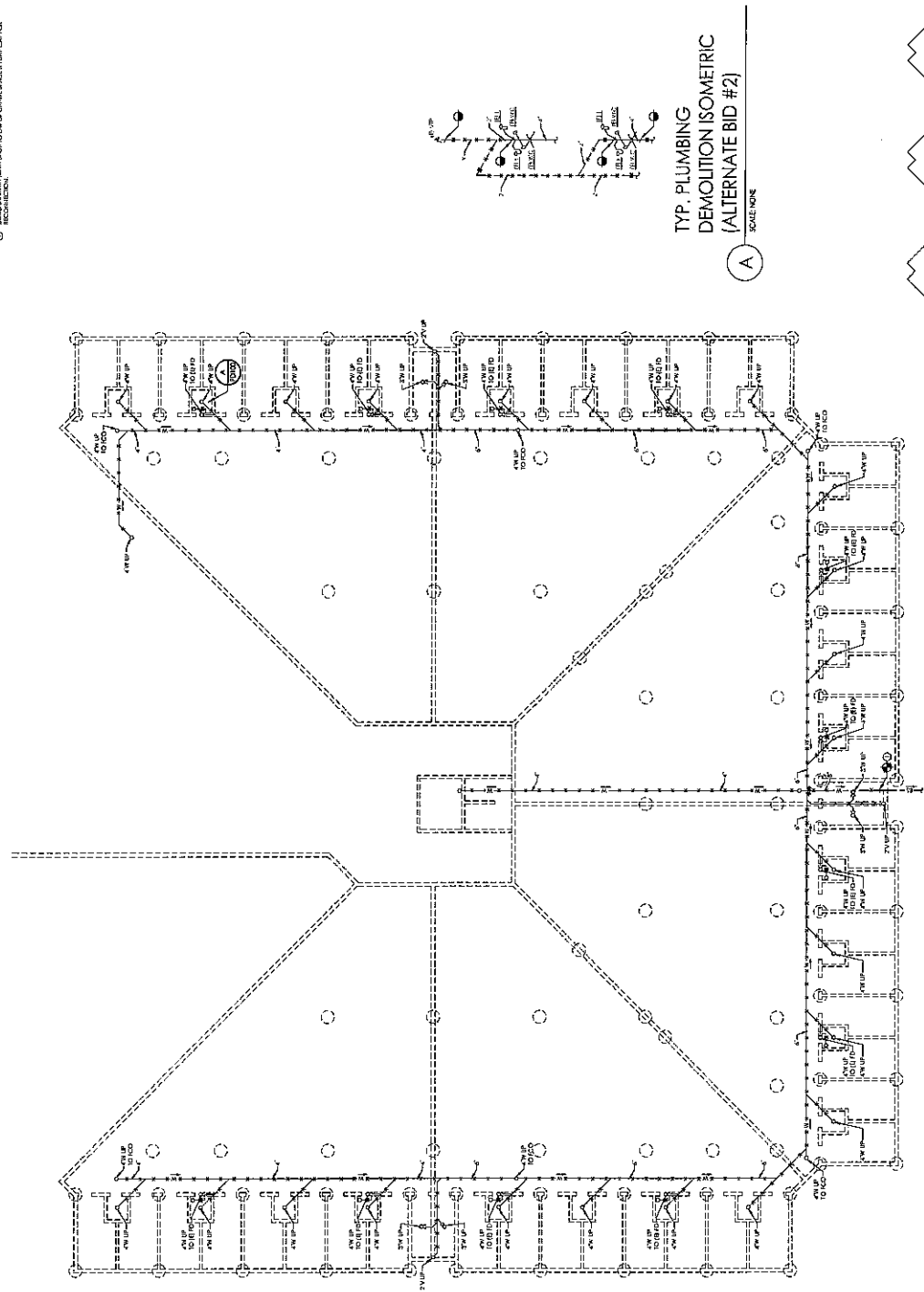
UNDERFLOOR
 PLUMBING
 DEMOLITION PLAN
 PD100

GENERAL NOTES

1. REFER TO SHEET PD00 FOR GENERAL NOTES.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.

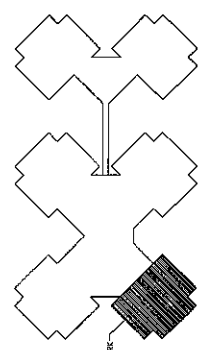
KEY NOTES

1. DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES.

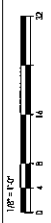


TYP. PLUMBING
 DEMOLITION ISOMETRIC
 (ALTERNATE BID #2)

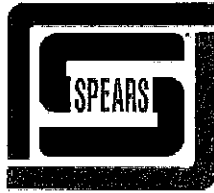
SCALE NONE



1 UNDERFLOOR PLUMBING DEMOLITION PLAN



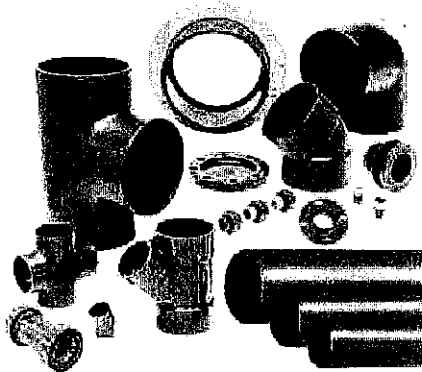
THE ORIGINAL OF THIS DRAWING IS 30" X 42". IF THIS COPY HAS BEEN REDUCED OR ENLARGED, THE ORIGINAL SHALL BE REFERRED TO FOR DIMENSIONS.



PVC SCHEDULE 80 FITTINGS AND PIPE

80-2-0419

Performance Engineered & Tested



SPEARS® Schedule 80 PVC product designs combine years of proven experience with computer generated stress analysis to yield the optimum physical structure and performance for each fitting. Material reinforcement is uniformly placed in stress concentration areas for substantially improved pressure handling capability. Resulting products are subjected to numerous verification tests to assure obtaining the very best PVC fittings available.

1/4" Through 14" Availability

Spears® comprehensive line of PVC injection molded fittings and extruded pipe offers a variety of configurations in sizes 1/4" through 14". Schedule 80 fittings are manufactured to ASTM D 2467 and pipe is produced to ASTM D 1785. Spears® exclusive CL150 Flanges are produced in sizes 1/2" - 18" with ANSI B16.5 bolt patterns, plus numerous Unions, Saddles, Transition and Specialty fittings in a variety of sizes.

Exceptional Chemical & Corrosion Resistance

Unlike metal, PVC fittings and pipe never rust, scale, or pit, and will provide many years of maintenance-free service and extended system life.

High Temperature Ratings

PVC thermoplastic can handle fluids at service temperatures up to 140° F (60° C), allowing a wide range of process applications, including corrosive fluids.

Lower Installation Costs

Substantially lower material costs than steel alloys or lined steel, combined with lighter weight and ease of installation, can reduce installation costs by as much as 60% over conventional metal systems.

Higher Flow Capacity

Smooth interior walls result in lower pressure loss and higher volume than conventional metal fittings.

Additional Fabricated Configurations through 36"

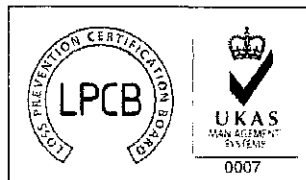
Extra large, hard-to-find, and custom configurations are fabricated from NSF® Certified pipe. Fittings are engineered and tested to provide full pressure handling capabilities according to Spears® specifications.

Advanced Design Specialty Fittings

Spears® wide range of innovative, improved products include numerous metal-to-plastic transition fittings and unions with Spears® patented special reinforced (SR) plastic threads.

PVC Valves

SPEARS® PVC Valve products are available for total system compatibility and uniformity; see VALVES IN SPEARS® PRODUCT SOURCE BOOK.



Assessed to ISO 9001:2015
Certificate number 293

Sample Engineering Specifications

All PVC Schedule 80 pipe and fittings shall be produced by Spears® Manufacturing Company from PVC Type I, cell classification 12454, conforming to ASTM Standard D 1784. All PVC injection molded Schedule 80 fittings and extruded pipe shall be Certified for potable water service by NSF® International. All Schedule 80 fittings shall be manufactured in strict compliance to ASTM D 2467 and Schedule 80 pipe shall be manufactured in strict compliance to ASTM D 1785. All fabricated fittings shall be produced in accordance with Spears® General Specifications for Fabricated Fittings. All PVC flanges shall be designed and manufactured to meet CL150 bolt pattern per ANSI Standard B16.5 and rated for a maximum internal pressure of 150 psi, non-shock at 73° F through size 18".

PROGRESSIVE PRODUCTS FROM SPEARS® INNOVATION & TECHNOLOGY

Visit our web site: www.spearsmfg.com

PVC Thermoplastic Pipe Temperature Pressure De-Rating

To determine the maximum internal pressure rating at an elevated temperature, simply multiply the pipe pressure rating at 73° F by the percentage specified for the desired temperature.

System Operating Temperature ° F (° C)	73 (23)	80 (27)	90 (32)	100 (38)	110 (43)	120 (49)	130 (54)	140 (60)
PVC	100%	90%	75%	62%	50%	40%	30%	22%

NOTE: Valves, Unions and Specialty Products have different elevated temperature ratings than pipe.

Typical Material Properties

Properties	ASTM Test Method	PVC
Mechanical Properties, 73°F		
Specific Gravity, g/cm ³	D 792	1.41
Tensile Strength, psi	D 638	7,200
Modulus of Elasticity, psi	D 638	440,000
Compressive Strength, psi	D 695	9,000
Flexural Strength, psi	D 790	13,200
Izod Impact, notched, ft-lb / in	D 255	.65
Thermal Properties		
Heat Deflection Temperature, ° F at 66 psi	D 648	165
Thermal Conductivity, BTU / hr / sq ft / ° F / in	C 177	1.2
Coefficient of Linear Expansion, in / in / ° F	D 695	3.1 x 10 ⁻⁵
Flammability		
Limited Oxygen Index, %	D 2863	43
UL 94 Rating		94V-0
Other Properties		
Water Absorption, % 24 hr.	D 573	.05
Industry Standard Color		White / Dark Gray
ASTM Cell Classification	D 1784	12454
NSF [®] Potable Water Approved		YES

PVC Chemical Resistance

PVC is generally inert to most mineral acids, bases, salts and paraffinic hydrocarbon solutions. For more information on PVC chemical resistance refer to the Chemical Resistance of Rigid Vinyls Based on Immersion Test, published by the GEON[®] company.

NOT FOR DISTRIBUTION OF COMPRESSED AIR OR GAS



SPEARS[®] MANUFACTURING COMPANY • CORPORATE OFFICE

15853 Olden St., Sylmar, CA 91342 • PO Box 9203, Sylmar, CA 91392

(818) 364-1611 • www.spearsmfg.com



SPEARS[®] DISTRIBUTION CENTERS as of March 27, 2019

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Stockton, CA 95207
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Auburn (Seattle), WA 98002
(253) 938-4433 • (800) 347-7327
Fax (253) 938-7357

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Fax (303) 375-9546

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Salt Lake City, UT 84104
(303) 371-9430 • (800) 777-1154
Fax (303) 375-9546

MIDWEST

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Bolt Rightbrook (Chicago), IL 60440
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Fax (630) 759-7515

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Louisville, KY 40214
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Dayton, MN 55359
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Orlando, FL 32817
(407) 245-1960 • (800) 127-6369
Fax (407) 426-3562

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4205 Hempport Pl., Suite 100
Lawrenceville (Atlanta), GA 30043
(678) 885-1263 • (800) 662-6330
Fax (678) 955-5642

Spears[®]
3816 Shutterfly Rd.
Charlotte, NC 28217
(773) 585-1262 • (800) 662-6330
Fax (678) 955-5642

NORTHEAST

563 Industrial Dr., Suite 100
Lewistown (Harrisburg), PA 17339
(717) 338-8644 • (603) 233-0275
Fax (717) 938-6547

Spears[®] Associated Marketing
11526 Roosevelt Blvd.
Building G, Unit 1
Philadelphia, PA 19116
(717) 938-8944 • (800) 233-0275
Fax (717) 938-6547

Spears[®]
Cabot Business Park 7
240 South Washington St.
Norton, MA 02756
(717) 938-8944 • (800) 233-0275
Fax (717) 938-6547

INTERNATIONAL SALES

15853 Olden St. • Sylmar (Los Angeles), CA 91342 • (818) 364-1611 • Fax (818) 866-3774

Solvent Cements Technical
Solvent Cemented Joints - Initial Set Schedule, Cure Schedule and Cement Usage Table



The following are basic guidelines and may require adjustment according to application or installation conditions. Certain specialty cements, such as FlameGuard® FS-5, may have different instructions for specific application conditions. Consult appropriate installation instructions for details.

INITIAL SET SCHEDULE: The Initial set schedule is the necessary waiting period before handling newly assembled joints. After initial set, the joint will withstand the stress of a normal installation. In damp or humid weather allow 50% more set time.

Average Initial Set Schedule For Spears® PVC/CPVC Solvent Cements

Temperature Range	Pipe Sizes 1/2" to 1-1/4"	Pipe Sizes 1-1/2" to 2"	Pipe Sizes 2-1/2" to 8"	Pipe Sizes 10" to 15"	Pipe Sizes 15"+
60°-100°F/16°-38°C	2 minutes	5 minutes	30 minutes	2 hours	4 hours
40°-60°F/5°-16°C	5 minutes	10 minutes	2 hours	8 hours	16 hours
0°-40°F/-18°-5°C	10 minutes	15 minutes	12 hours	24 hours	48 hours

JOINT CURE SCHEDULE: The Joint cure schedule is the necessary waiting period before pressurizing newly assembled joints. Follow the schedule carefully. In damp or humid weather or chemical applications, allow a minimum of 50% more cure time.

Average Joint Cure Schedule For Spears® PVC/CPVC Solvent Cements

Relative Humidity 60% or Less	Cure Time Pipe Sizes 1/2" to 1-1/4"		Cure Time Pipe Sizes 1-1/2" to 2"		Cure Time Pipe Sizes 2-1/2" to 8"		Cure Time Pipe Sizes 10" to 15"	Cure Time Pipe Sizes 15"+
	Up to 160 psi	Above 160 to 370 psi	Up to 160 psi	Above 160 to 315 psi	Up to 160 psi	Above 160 to 315 psi		
60°-100°F/16°-38°C	15 min	6 hrs	30 min	12 hrs	1-1/2 hrs	24 hrs	48 hrs	72 hrs
40°-60°F/5°-16°C	20 min	12 hrs	45 min	24 hrs	4 hrs	48 hrs	96 hrs	6 days
0°-40°F/-18°-5°C	30 min	48 hrs	1 hour	96 hrs	72 hrs	8 days	8 days	14 days

Average Number of Joints PER QUART of Spears® Cement

Pipe Diameter	1/2"	3/4"	1"	1-1/2"	2"	3"	4"	6"	8"	10"	12"	15"	18"	20"	24"
Number of Joints	300	200	125	90	60	40	30	10	5	2-3	1-2	3/4	1/2	7/16	5/16



Solvent Cements Technical
Solvent Cemented Joints - Initial Set Schedule, Cure Schedule and Cement Usage Table

NOMINAL INCH AND CORRESPONDING NOMINAL MILLIMETER PIPE SIZES

in.	1/2"	3/4"	1"	1-1/4"	1-1/2"	2"	2-1/2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
mm.	15	20	25	32	40	50	65	80	100	160	200	250	300	350	400	450	500	600

SPEARS® APPLICATOR SELECTION GUIDE

For proper solvent cement welding of pipe and fittings, the cement applicator must be no less than half the size of the pipe

DAUBERS	Pipe Diameters							
	1/4"	1/2"	3/4"	1"	1-1/4"	1-1/2"	2"	3"
3/8" Dauber	•	•	•					
1/2" Dauber			•	•				
5/8" Dauber				•	•			
3/4" Dauber					•	•		
1-1/4" Dauber							•	•

ROLLERS & SWABS	SIZE	FOR PIPE DIAMETERS
3020	3" Roller	3" - 6"
6020	4" Roller	3" - 8"
7020	7" Roller	6" +
5520	4" Roller	6" +
6520	6" Roller	6" +
4020	4" Swab	6" +
5020	4" Swab	3" - 8"
4520	4" Swab	6" +

PRODUCT SHELF LIFE

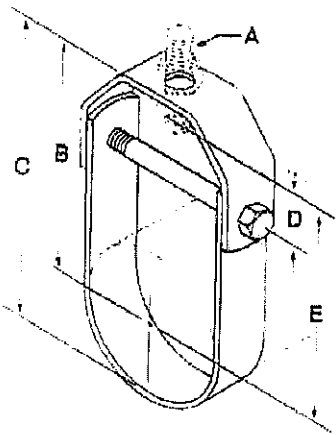
Spears® Products	Shelf Life	Spears® Products	Shelf Life
Primers / Cleaners	3 years	CPVC Solvent Cement	2 years
PVC Solvent Cement	3 years	ABS Solvent Cement	3 years



CLEVIS HANGERS

Fig. 425 = 304 S.S.
**STAINLESS STEEL
 CLEVIS HANGER**

Fig # 426 = 316 S.S.



"D" Adjustment
 (Top of cross bolt to bottom
 of hanger rod nut.)

FUNCTION: Designed for the suspension of non-insulated stationary pipe lines in applications where protection from corrosive environments is desired. Frequently specified for areas requiring the ultimate in sanitation. Another benefit includes a reduction of long term maintenance costs, due to the corrosive resistant properties of stainless steel.

APPROVALS: Complies with Federal Specification A-A-1192A (Type 1) and Manufacturers' Standardization Society SP-69 (Type 1).

MATERIAL: Type 304 stainless steel clevis, cross bolt and nut

NOTE: Available in type 316 stainless steel.

FINISH: Plain

ORDERING: Specify pipe size, figure number, and type.

Pipe Size	Rod Size A	B	C	Adjustment D	E	Cross Bolt	Material Size		Max. Rec. Load/lbs.	Wt. Each (in lbs.)
							Top	Bottom		
1/2	3/8	2 1/8	2 3/8	1 1/8	2	3/8	11 ga. X 1	11 ga. X 1	610	.34
3/4	1/2	2 5/8	3 1/8	1 1/4	2 3/8	1/2	11 ga. X 1	11 ga. X 1	610	.35
1	5/8	3 1/8	3 3/4	1 1/2	2 5/8	5/8	11 ga. X 1	11 ga. X 1	610	.41
1 1/4	3/4	3 5/8	4 3/16	1 3/8	2 7/8	1/2	11 ga. X 1	11 ga. X 1	610	.45
1 1/2	3/4	3 1/2	4 7/8	1 1/2	3 1/8	3/4	11 ga. X 1	11 ga. X 1	610	.48
2	3/4	3 3/4	5	1 5/8	3 3/8	1/2	11 ga. X 1	11 ga. X 1	610	.53
2 1/2	1/2	3 3/4	5 3/8	1 3/8	3 1/2	3/8	7 ga. X 1 1/4	7 ga. X 1 1/4	1130	.87
3	1/2	4 1/4	6	1 1/4	3 5/8	3/8	7 ga. X 1 1/2	7 ga. X 1 1/4	1130	1.10
3 1/2	1/2	4 1/2	6 1/2	1 1/4	3 7/8	3/8	7 ga. X 1 1/2	7 ga. X 1 1/4	1130	1.10
4	3/4	5 1/2	7 1/16	1 3/4	4 1/4	3/8	3 ga. X 1 1/2	7 ga. X 1 1/4	1430	1.45
5	3/4	6 1/8	9 3/8	1 3/4	5 1/16	1/2	3 ga. X 1 1/2	7 ga. X 1 1/4	1430	1.82
6	3/4	6 3/4	10 1/8	1 5/8	6	1/2	3 ga. X 1 1/2	7 ga. X 1 1/4	1940	2.67
8	7/8	8 3/4	12 3/4	2 1/4	7 3/8	3/8	3 ga. X 1 1/4	7 ga. X 1 1/4	2000	4.45
10	7/8	9 1/4	14 3/4	1 3/4	8 3/8	1/2	3/4 X 1 1/4	3 ga. X 1 1/4	3600	9.38
12	7/8	11 1/2	18	2 1/2	10 1/4	3/4	3/4 X 2	3 ga. X 2	3800	10.58

Note: Other types of stainless steel available upon request. Use of an upper locknut ensures proper performance.



HEX NUTS
Coarse Stainless Steel A2(18-8)
(Inch) ASME B18.2.2
ASTM F594-02(CW)

Diameter	Keg Qty	Box Qty	Weight/M	Code
1/4" - 20	5000	100	7.20	762036
5/16" - 18	3000	100	10.40	762054
3/8" - 16	2000	100	15.20	762066
7/16" - 14	1000	100	27.34	762078
1/2" - 13	800	100	36.24	762090
5/8" - 11	500	50	70.51	762102
3/4" - 10	300	25	111.75	762108
7/8" - 9	200	25	175.00	762114
1" - 8	100	10	249.06	762006
1 1/8" - 7	100	10	388.30	762012
1 1/4" - 7	50	5	517.50	762018
1 3/8" - 6	50	5	707.50	762024

NUTS



HEX NUTS
Fine Stainless Steel A2(18-8)
(Inch) ASME B18.2.2
ASTM F594-02(CW)

Diameter	Keg Qty	Box Qty	Weight/M	Code
1/4" - 28	5000	100	7.00	762042
5/16" - 24	3000	100	10.20	762060
3/8" - 24	2000	100	15.00	762072
7/16" - 20	1000	100	27.00	762084
1/2" - 20	800	100	35.41	762096
5/8" - 18	500	50	70.56	762104
3/4" - 16	300	25	111.75	762110
7/8" - 14	200	25	175.00	762116
1" - 14	100	10	249.06	762008



HEX NUTS
Coarse Stainless Steel A4(316)
(Inch) ASME B18.2.2
ASTM F594-02(CW)

Diameter	Keg Qty	Box Qty	Weight/M	Code
1/4" - 20	3000	100	7.00	763024
5/16" - 18	3000	100	10.29	763030
3/8" - 16	1500	100	15.00	763036
1/2" - 13	800	100	36.50	763042
5/8" - 11	500	50	69.75	763048
3/4" - 10	300	25	110.00	763054
7/8" - 9	200	25	182.00	763060
1" - 8	100	10	268.00	763006
1 1/8" - 7	100	10	388.30	763012
1 1/4" - 7	50	5	517.50	763018



HEX NUTS
Fine Stainless Steel A4(316)
(Inch) ASME B18.2.2
ASTM F594-02(CW)

Diameter	Keg Qty	Box Qty	Weight/M	Code
1" - 14	100	10	268.00	763008



HEX MACHINE SCREW NUTS
Coarse Stainless Steel A2(18-8)
(Inch) ASME B18.6.3-2002
ASTM F594-02(CW)

Diameter	Height	Keg Qty	Box Qty	Weight/M	Code
#2 - 56		10000	100	0.40	764006
#3 - 48		10000	100	0.36	764012
#4 - 40	3/16"	10000	100	0.35	764054
#4 - 40		10000	100	1.03	764018
#6 - 32	1/4"	10000	100	0.91	764060
#6 - 32		10000	100	2.02	764024
#8 - 32	5/16"	10000	100	1.79	764066
#8 - 32		10000	100	2.59	764030
#10 - 24		10000	100	2.90	764036
1/4" - 20		5000	100	6.01	764048



HEX MACHINE SCREW NUTS
Fine Stainless Steel A2(18-8)
(Inch) ASME B18.6.3-2002
ASTM F594-02(CW)

Diameter	Height	Keg Qty	Box Qty	Weight/M	Code
#10 - 32	5/16"	10000	100	2.88	764072
#10 - 32		10000	100	2.88	764042



HEX NUTS JAM
Coarse Stainless Steel A2(18-8)
(Inch) ASME B18.2.2
ASTM F594-02(CW)

Diameter	Keg Qty	Box Qty	Weight/M	Code
1/4" - 20	3500	100	5.14	766006
5/16" - 18	3000	100	7.19	766018
3/8" - 16	2500	100	9.75	766029
1/2" - 13	1000	100	25.13	766036





HEX LOCKNUT NYLON INSERT
 Fine Stainless Steel A4(316)
 (Inch) IFI-100/107-2002



FLAT WASHERS
 Stainless Steel A2 (18-8)
 (Inch) BBI Standard

NUTS

WASHERS

Diameter	Keg Qty	Box Qty	Weight/M	Code
#1 - 72 NM (STANDARD)	5000	100	1.08	311019
#2 - 64 NM (STANDARD)	5000	100	1.43	311021
#4 - 48 NM (STANDARD)	5000	100	1.42	311023
#4 - 48 NTM (THIN)	5000	100	1.46	311047
#5 - 44 NTM (THIN)	5000	100	1.48	311049
#6 - 40 NM (STANDARD)	5000	100	2.64	311025
#6 - 40 NTM (THIN)	5000	100	2.63	311051
#8 - 36 NM (STANDARD)	5000	100	4.26	311027
#8 - 36 NTM (THIN)	5000	100	4.22	311053
#10 - 32 NM (STANDARD)	5000	100	5.08	311029
#10 - 32 NTM (THIN)	5000	100	5.04	311055
#12 - 28 NM (STANDARD)	5000	100	9.23	311031
#12 - 28 NTM (THIN)	5000	100	9.25	311056
1/4" - 28 NE (STANDARD)	7000	100	9.03	311081
1/4" - 28 NTE (THIN)	3500	100	8.07	311117
5/16" - 24 NE (STANDARD)	5000	100	12.02	311083
5/16" - 24 NTE (THIN)	3000	100	10.09	311119
3/8" - 24 NE (STANDARD)	2500	100	18.04	311085
3/8" - 24 NTE (THIN)	2500	100	15.01	311121
7/16" - 20 NE (STANDARD)	2500	100	23.06	311087
7/16" - 20 NTE (THIN)	2000	100	20.03	311123
1/2" - 20 NE (STANDARD)	1250	100	43.08	311089
1/2" - 20 NTE (THIN)	1000	100	37.55	311125
9/16" - 18 NE (STANDARD)	750	100	71.03	311091
9/16" - 18 NTE (THIN)	800	100	60.07	311127
5/8" - 18 NE (STANDARD)	600	50	83.02	311093
5/8" - 18 NTE (THIN)	500	50	70.09	311129
3/4" - 16 NE (STANDARD)	400	50	120.04	311095
3/4" - 16 NTE (THIN)	400	50	100.01	311131
7/8" - 14 NE (STANDARD)	250	25	180.06	311097
1" - 14 NE (STANDARD)	200	25	284.08	311099

Inner Diameter	Outer Diameter	Thickness	Keg Qty	Box Qty	Weight/M	Product Code
#12	1/2"	0.045	5000	100	2.00	390020
1/4"	5/8"	0.037	7500	100	2.10	390060
	5/8"	0.045	6000	100	2.60	390040
5/16"	3/4"	0.04	5000	100	4.00	390100
	3/4"	0.05	4500	100	4.40	390080
3/8"	7/8"	0.039	4000	100	5.10	390160
	7/8"	0.05	3500	100	6.30	390140
	7/8"	0.062	2500	100	8.00	390120
1/2"	1 1/4"	0.062	1200	100	16.10	390200
	1 1/4"	0.078	1000	100	21.00	390180
5/8"	1 1/2"	0.062	800	50	28.00	390240
	1 1/2"	0.078	700	50	30.10	390220
3/4"	1 3/4"	0.105	300	50	51.60	390260
7/8"	2"	0.105	250	50	61.70	390280
1"	2"	0.105	600	50	69.30	390300
1 1/8"	2 1/2"	0.125	150	25	125.10	390320
1 1/4"	2 3/4"	0.125	150	25	150.00	390340



FLAT WASHERS
 Stainless Steel A2 (18-8)
 (Inch) Commercial Standard

Inner Diameter	Outer Diameter	Thickness	Keg Qty	Box Qty	Weight/M	Product Code
#10	3/8"	0.047	5000	500	1.00	391020
1/4"	11/16"	0.039	6000	100	3.90	391060
	11/16"	0.05	5000	100	4.10	391040
5/16"	7/8"	0.04	3500	100	6.20	391100
	7/8"	0.05	3000	100	7.20	391080
	7/8"	0.062	2500	100	8.10	391120
3/8"	1"	0.05	2500	100	8.80	391160
	1"	0.062	2000	100	10.90	391140
7/16"	1 1/8"	0.062	1500	100	13.50	391180
3/4"	1 7/8"	0.105	300	50	64.60	391200
7/8"	2 1/4"	0.105	200	50	99.80	391220
1"	2 1/2"	0.125	150	25	124.00	391240



FLAT WASHERS
 Stainless Steel A2 (18-8)
 (Inch) Fender Standard

Inner Diameter	Outer Diameter	Thickness	Keg Qty	Box Qty	Weight/M	Product Code
#10	1"	0.05	2000	100	9.80	392020
1/4"	1"	0.05	2000	100	10.00	392040
	1 1/4"	0.05	1500	100	20.50	392060
	1 1/2"	0.05	1000	100	24.00	392080





ALL THREAD ROD
304 Stainless Steel
Coarse Thread (Inch), Passivated
ASTM F593, ASME B18.31.3 2009



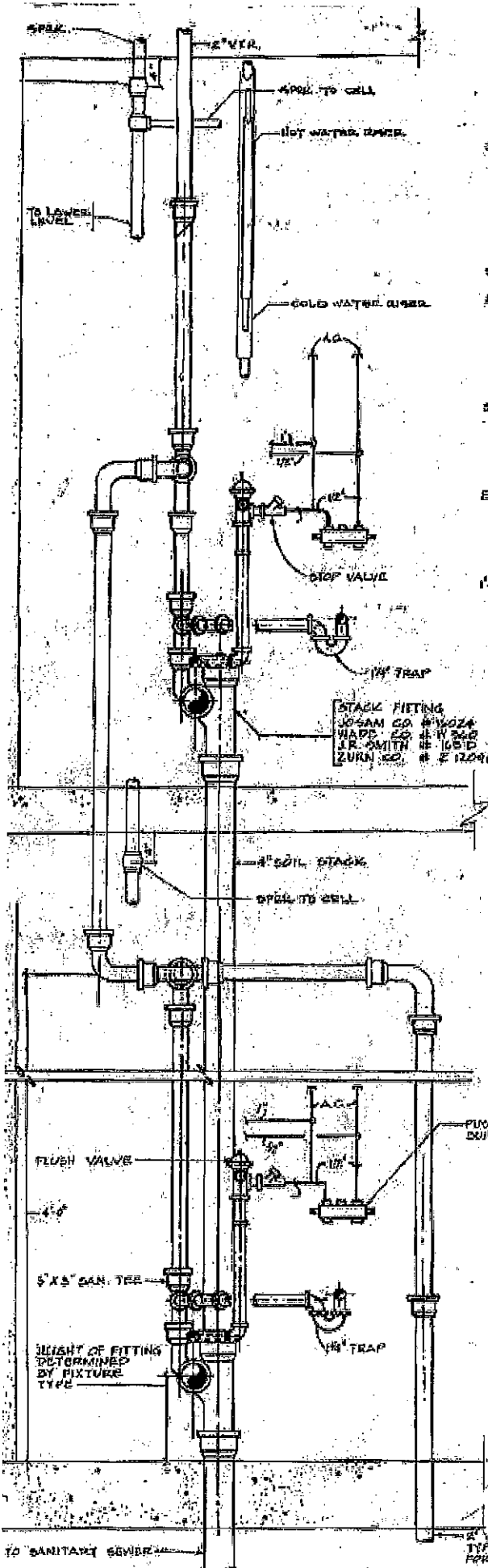
ALL THREAD ROD
316 Stainless Steel
Coarse Thread (Inch), Passivated
ASTM F593, ASME B18.31.3 2009

Diameter	Length	Bundle Qty	Weight/M	Code
1/4" - 20	3'	30	374.68	886110
	6'	15	751.72	886120
	12'	15	1503.44	886130
5/16" - 18	3'	20	606.10	886140
	6'	10	1214.70	886150
	12'	10	2429.41	886160
3/8" - 16	3'	20	888.03	886170
	6'	10	1776.06	886180
	12'	10	3552.11	886190
7/16" - 14	3'	14	1217.45	886200
	6'	7	2434.90	886210
	12'	7	4869.79	886220
1/2" - 13	3'	12	1610.70	886230
	6'	6	3221.40	886240
	12'	6	6442.80	886250
5/8" - 11	3'	8	2552.97	886260
	6'	4	5105.93	886270
	12'	4	10211.87	886280
3/4" - 10	3'	6	3740.90	886290
	6'	3	7477.86	886300
	12'	3	14963.59	886310
7/8" - 9	3'	4	5138.99	886320
	6'	2	10277.99	886330
	12'	2	20555.97	886340
1" - 8	3'	4	6735.98	886350
	6'	2	13471.95	886360
	12'	2	26943.90	886370
1 1/8" - 7	3'	2	8504.95	886380
	6'	1	17009.90	886390
	12'	1	34019.81	886400
1 1/4" - 7	3'	2	10664.15	886410
	6'	1	21328.29	886420
	12'	1	42656.58	886430
1 1/2" - 6	3'	2	15651.84	886440
	6'	1	31303.69	886450
	12'	1	62607.38	886460

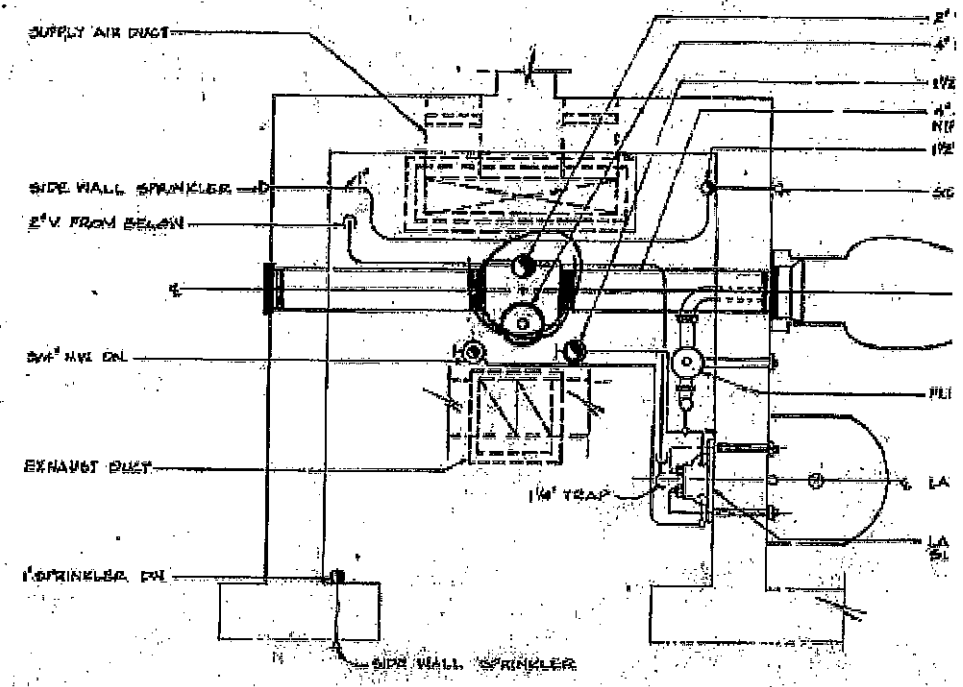
Diameter	Length	Bundle Qty	Weight/M	Code
1/4" - 20	3'	30	374.68	887110
	6'	15	751.72	887120
	12'	15	1503.44	887130
5/16" - 18	3'	20	606.10	887140
	6'	10	1214.70	887150
	12'	10	2429.41	887160
3/8" - 16	3'	20	888.03	887170
	6'	10	1776.06	887180
	12'	10	3552.11	887190
7/16" - 14	3'	14	1217.45	887200
	6'	7	2434.90	887210
	12'	7	4869.79	887220
1/2" - 13	3'	12	1610.70	887230
	6'	6	3221.40	887240
	12'	6	6442.80	887250
5/8" - 11	3'	8	2552.97	887260
	6'	4	5105.93	887270
	12'	4	10211.87	887280
3/4" - 10	3'	6	3740.90	887290
	6'	3	7477.86	887300
	12'	3	14963.59	887310
7/8" - 9	3'	4	5138.99	887320
	6'	2	10277.99	887330
	12'	2	20555.97	887340
1" - 8	3'	4	6735.98	887350
	6'	2	13471.95	887360
	12'	2	26943.90	887370
1 1/8" - 7	3'	2	8504.95	887380
	6'	1	17009.90	887390
	12'	1	34019.81	887400
1 1/4" - 7	3'	2	10664.15	887410
	6'	1	21328.29	887420
	12'	1	42656.58	887430
1 1/2" - 6	3'	2	15651.84	887440
	6'	1	31303.69	887450
	12'	1	62607.38	887460

THREADED ROD

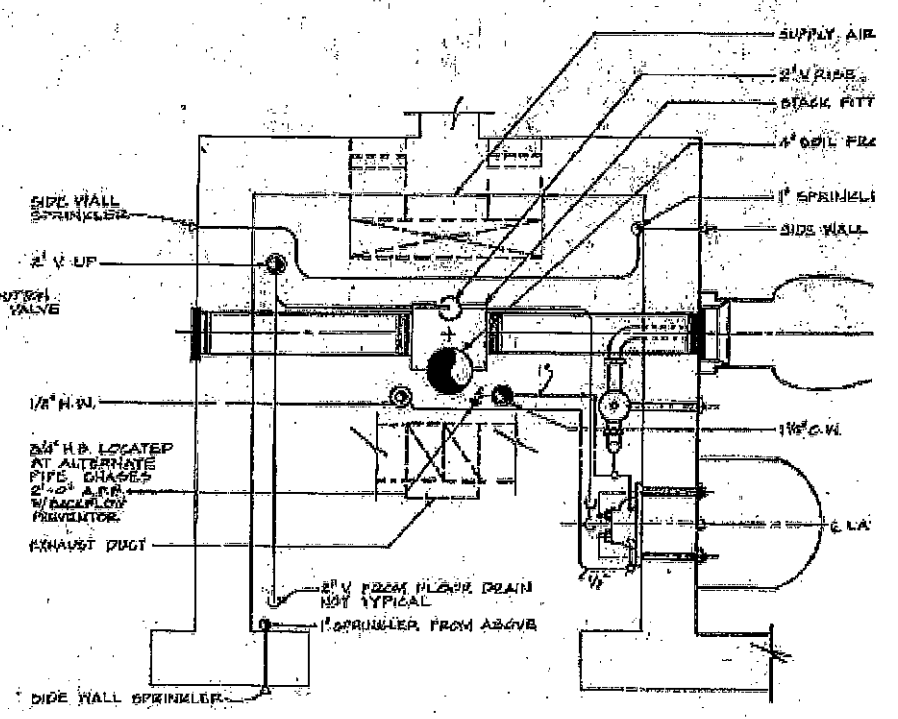




STACK FITTING
 JOHNSON CO # 1702A
 WARD CO # 1112B
 J.R. SMITH # 1615D
 ZURN CO # 5124 (FITTING ONLY)

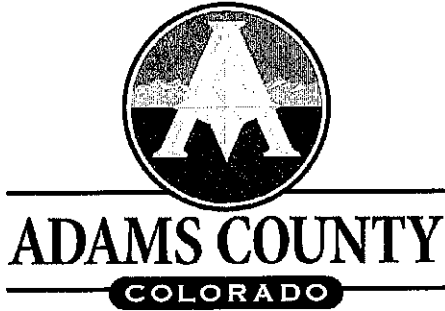


2 CHASE PIPING UPPER LEVEL TYPICAL
 P. 5 SCALE 1/2" = 1'-0"



3 CHASE PIPING LOWER LEVEL TYPICAL
 P. 6 SCALE 1/2" = 1'-0"

2" V. FROM R.R. NOT TYPICAL SEE P. 61 FOR LOCATION OF R.R.'S



INVITATION FOR BID (IFB)

ADDENDUM ONE
Submitted to BidNet

IFB Issue Date: **MAY 7, 2020**

IFB Number: **IFB-AF-2020-001**

IFB Title: **MODULE "B" SANITARY SEWER LINE
REPLACEMENT AT THE DETENTION FACILITY**

Bid Due Date: **MAY 27, 2020, 2:00pm MT
Electronic Submission (BidNet)**

For additional information
please contact: **Anna Forristall, Contract Specialist IV
720-523-6297; aforristall@adcogov.org**

CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL SUBSEQUENT ADDENDA FROM THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET) WEBSITE. FAILURE TO ACKNOWLEDGE ALL ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ADDENDUM/ADDENDA SHALL BE ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM IN THE SPACE PROVIDED.

ADDENDUM #1

The purpose of this addendum is to change due dates and times for the following solicitation: **DETENTION FACILITY – 'B' MODULE SANITARY SEWER REPAIRS IFB-AF-2020-001.**

#1: We would like to utilize some of our part time worker for the demo portion. If we use different employees, how long will the background check process take for them?

A) 3-5 business days

#2: What would prevent an employee from passing a background check and working in the facility?

A) Please review the background form that was provided with the Solicitation. Any violation of these items that are listed will be an automatic disqualifier.

#3: Do we have any noise restriction times?

A) As stated during the site-walk, the Module will be vacated so noise will not be an issue.

#4: Do we have an anticipated start date?

A) If all goes well, award and notice to proceed is expected mid-June 2020.

#5: We would like to pull out the old pipe through the access panels but we noticed much of the area is fenced off. Would we have access inside the fenced areas to bring in a truck/trailer to haul the old pipe?

A) Vehicle are only allowed in specific areas. Other areas are inaccessible due to the landscape design.

#6: Will we have access to power outlets for electric tools?

A) Yes

#7: Can we leave material inside the crawl space? Such as box fans, electrical cords, and lights?

A) If items are considered and checked in as tools then they will need to be secured at the end of the business day.

#8: for the alternate on replacing the above ground piping. There is a type of check valve carrier that connects the back to back toilets. Does the prison have a particular spec they us to use?

A) Please refer to the provided picture and documentation in the SOW for this device. This device shall match existing.

#9: For material delivery, will the supply truck be able to make deliveries by our access panels?

A) Please refer to the answer in question #5

#10: If awarded, we were considering using a mechanical winch to pull the cast iron pipe out of the crawl space. Is this acceptable if supervised?

A) I tend to believe that the use of a mechanical winch will create damage to the building structure and access panel. Please cut the cast into smaller sections that can be easily handled.

ADDENDUM ONE: ATTACHMENT ONE-PLANS

Please incorporate this information into your response.

**BID DUE DATE AND TIME SHALL REMAIN THE SAME:
MAY 27, 2020, 2:00pm MT
Electronic Submission (BidNet)**

END OF ADDENDUM ONE



INVITATION FOR BID (IFB)

ADDENDUM TWO

Submit to BidNet

IFB Issue Date: **MAY 7, 2020**

IFB Number: **IFB-AF-2020-001**

IFB Title: **MODULE "B" SANITARY SEWER LINE REPLACEMENT AT THE DETENTION FACILITY**

Bid Due Date: **MAY 27, 2020, 2:00pm MT
Electronic Submission (BidNet)**

For additional information please contact: **Anna Forristall, Contract Specialist IV
720-523-6297; aforristall@adcogov.org**

CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL SUBSEQUENT ADDENDA FROM THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET) WEBSITE. FAILURE TO ACKNOWLEDGE ALL ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ADDENDUM/ADDENDA SHALL BE ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM IN THE SPACE PROVIDED.

ADDENDUM #2

The purpose of this addendum is to provide clarification for the following solicitation:
DETENTION FACILITY – 'B' MODULE SANITARY SEWER REPAIRS
IFB-AF-2020-001.

Q) Per addendum 1, question #8, the answer says there is a picture in the documentation. I don't see any picture in the bid documents for this fitting. I see an old drawing that point's to a "stack fitting", but no picture, am I missing something? If not, can you provide a make and model off of the fitting, none of the vendors or reps that I've reached out to know of any such fitting even with the pictures I've sent them.

A) Please refer to Appendix G

Q) Also, as-built plan P2.11 was included with the addendum, can you please highlight what piping on that drawing needs to be replaced?

A) The sanitary sewer line located in the booking/property is considered part of B Module because it all ties into the main. As requested I have completed the marking of the areas that currently have plumbing in the crawl space that will need to be removed and replace and tied into the B Module sanitary sewer main.

Q) One other clarification I hope you can answer. What is the difference between Add Alternate #1 and #2? It sounds like it's the same thing?

A) In the Pricing Form #1 and #2 are the same.

ADDENDUM TWO: ATTACHMENT ONE-UPDATED PLANS

Please incorporate this information into your response.

BID DUE DATE AND TIME SHALL REMAIN THE SAME:

MAY 27, 2020, 2:00pm MT

Electronic Submission (BidNet)

END OF ADDENDUM TWO



A Professional Corporation
 1825 Spaworth Street
 Denver, CO 80202
 (303) 293-9448

ANASIS COUNTY DEWATERING FACILITY
 DEWATERING PLANT
 DENVER, CO 80202

- OWNER**
 ANASIS COUNTY
 1825 Spaworth Street
 Denver, CO 80202
 (303) 293-9448
- ARCHITECT**
 ANDERSON MASON DALE
 1825 Spaworth Street
 Denver, CO 80202
 (303) 293-9448
- MECHANICAL/ELECTRICAL/PLUMBING**
 ANDERSON MASON DALE
 1825 Spaworth Street
 Denver, CO 80202
 (303) 293-9448
- GENERAL NOTES**
 1. SEE MECHANICAL/ELECTRICAL/PLUMBING SPECIFICATIONS FOR ALL DETAILS AND MATERIALS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL/ELECTRICAL/PLUMBING CODE (IMC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
 3. ALL MATERIALS SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT.
 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.
 5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.

DATE REVISION	
CONSTRUCTION DOCUMENT	01-018
PROJECT NUMBER	9102010
REVIEWED BY	
APPROVED BY	

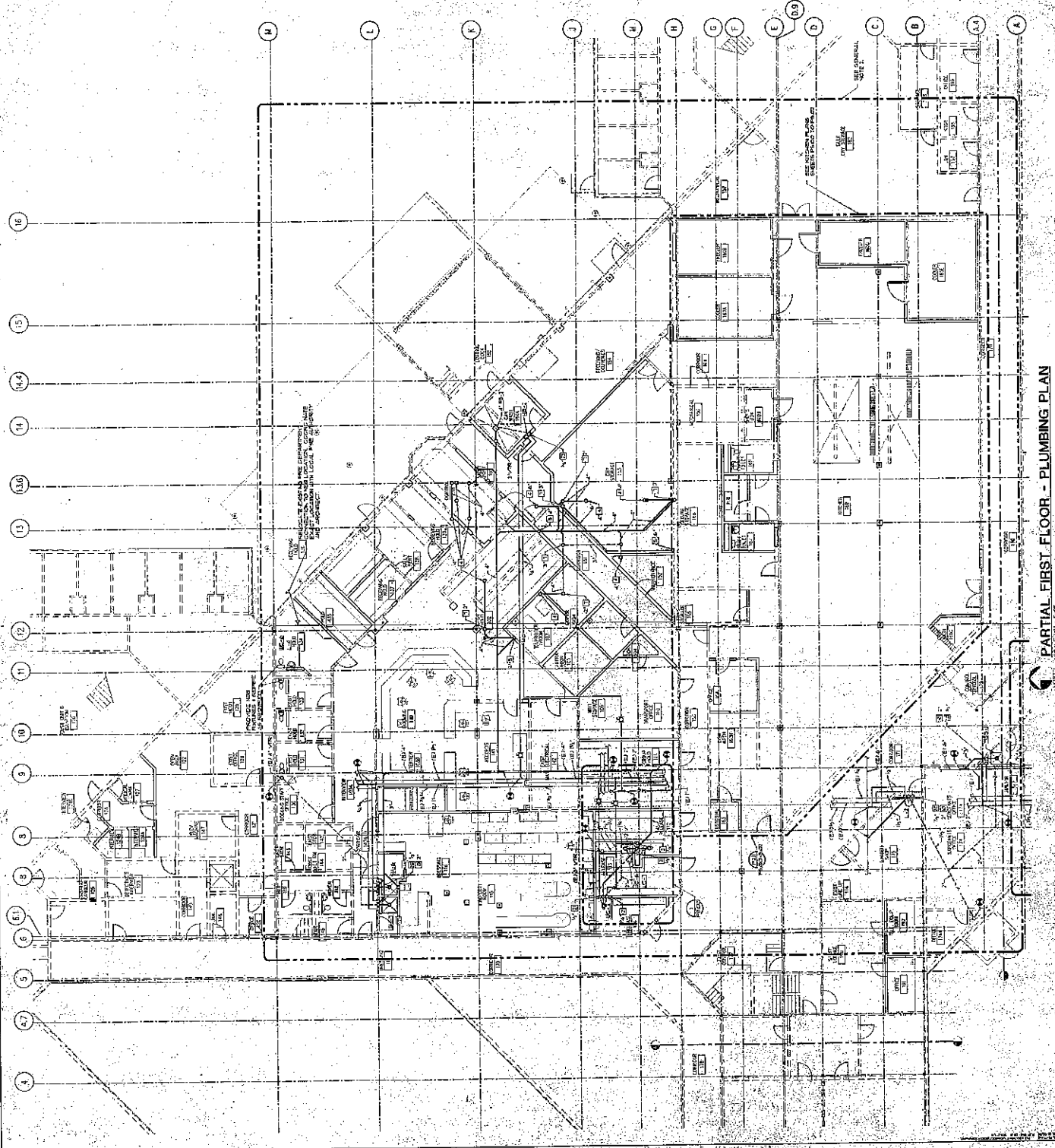
LEVEL ONE
 PARTIAL PLUMBING PLAN
 P2.11

KEY NOTES

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GENERAL NOTES

- 1. SEE MECHANICAL/ELECTRICAL/PLUMBING SPECIFICATIONS FOR ALL DETAILS AND MATERIALS.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL/ELECTRICAL/PLUMBING CODE (IMC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
- 3. ALL MATERIALS SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT.
- 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.
- 5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.



PARTIAL FIRST FLOOR - PLUMBING PLAN



INVITATION FOR BID (IFB)

ADDENDUM THREE

Submit to BidNet

IFB Issue Date: **MAY 7, 2020**

IFB Number: **IFB-AF-2020-001**

IFB Title: **MODULE "B" SANITARY SEWER LINE REPLACEMENT AT THE DETENTION FACILITY**

Bid Due Date: **~~MAY 27, 2020, 2:00pm MT~~
JUNE 2, 2020, 2:00pm MT
Electronic Submission (BidNet)**

For additional information please contact: **Anna Forristall, Contract Specialist IV
720-523-6297; aforristall@adcogov.org**

CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL SUBSEQUENT ADDENDA FROM THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET) WEBSITE. FAILURE TO ACKNOWLEDGE ALL ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ADDENDUM/ADDENDA SHALL BE ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM IN THE SPACE PROVIDED.

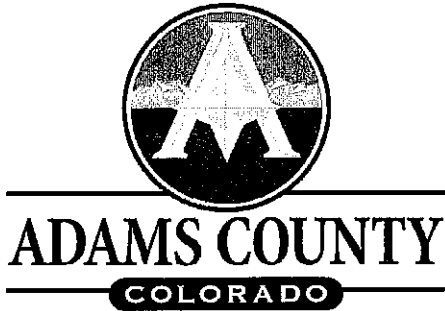
ADDENDUM #3

The purpose of this addendum is to change the response due date.

BID DUE DATE AND TIME HAS CHANGED:

**~~MAY 27, 2020, 2:00pm MT~~
JUNE 2, 2020, 2:00pm MT
Electronic Submission (BidNet)**

END OF ADDENDUM THREE



INVITATION FOR BID (IFB)

ADDENDUM FOUR

Submit to BidNet

IFB Issue Date: **MAY 7, 2020**

IFB Number: **IFB-AF-2020-001**

IFB Title: **MODULE "B" SANITARY SEWER LINE
REPLACEMENT AT THE DETENTION FACILITY**

Bid Due Date: **JUNE 2, 2020, 2:00pm MT
Electronic Submission (BidNet)**

For additional information
please contact: **Anna Forristall, Contract Specialist IV
720-523-6297; aforristall@adcogov.org**

CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL SUBSEQUENT ADDENDA FROM THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET) WEBSITE. FAILURE TO ACKNOWLEDGE ALL ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ADDENDUM/ADDENDA SHALL BE ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM IN THE SPACE PROVIDED.

ADDENDUM #4

The purpose of this addendum is to clarify information: **DETENTION FACILITY – 'B' MODULE SANITARY SEWER REPAIRS IFB-AF-2020-001.**

- 1) I have reviewed Appendix G but it does not say what kind of fitting it is. From the job walk, it sounded like it was a special penitentiary type of fitting that keeps inmates from passing stuff through the back to back toilets. I, and our vendors, have searched and can't find such a fitting. The fitting appears to be what is attached. For bidding purposes, can we assume that the attached is what is to be replaced? If it is not, can you please provide a make and model of the fitting that is to be replaced.

A) Please refer to the attachment for the stack fitting identification number. This fitting is a dual no-hub floor mount cast iron stack fitting. Zurn makes this fitting and the part # is 52008.

- 2) Do you have a crawlspace drawing that shows the actual piping, the drawing provided is a first floor drawing and does not show the crawlspace piping. The sticky notes indicate what areas need to be replaced, but it does not show the actual piping, sizing, routing, etc.

A) I reviewed the print and there are size listed. Attached is an older blueprint of this area that is in question. Upon reviewing what is listed there are a few small locations that are not listed such as PR cells 1-3 combi toilet/sink units. I would recommend the original blueprint 2.11 that was sent out in Addendum One to be used if possible. The attached is an original print from approx. 1984 therefore this should only be used as an overview for what piping may still exist in this location. The Project Manager cannot guarantee the accuracy of this print due to renovations that have taken place.

- 3) Since they are the same is one for material only and the other for labor? If not, will one of them be removed from the bid form.

A) No changes will be made to the Pricing Form.

- 4) Please clarify bid sheet and scope of work for base bid and alternates.

a. Is the base bid only the work shown on the drawings for Module A?

A) The engineered drawings were used for A module and since all areas are the same it will be used for B module. The additional areas that are needed to be priced will include the corridors/hallways that pickup janitors closets, booking restrooms, inmate holding cells, inmate showers an additional blueprint for these areas has been provided.

b. Alternates 1 & 2 are the same? A) Yes

c. Alternates 3 & 4 make sense A) **Schedule 40 and schedule 80 pvc shall be priced.**

- d. Please clarify scope for work for alternate #5 A) Please refer to question #4's answer.
- 5) Please clarify material type for piping in crawl space- spec calls for Schedule 80 PVC "inside building". Is crawl space considered inside building?
A) Yes
- 6) Addendum #2 drawings- notes showing what and where items are- are they being replace, or just new piping to these fixtures.
A) Please refer to the SOW it states sewer line replacement, there are no fixtures such as sink, toilets that are to be replaced only the sanitary drain line that they are connected to in the crawl space up to the floor when the fixture connected to the pipe.

ADDENDUM FOUR: 2 JPG ATTACHMENTS

Please incorporate this information into your response.

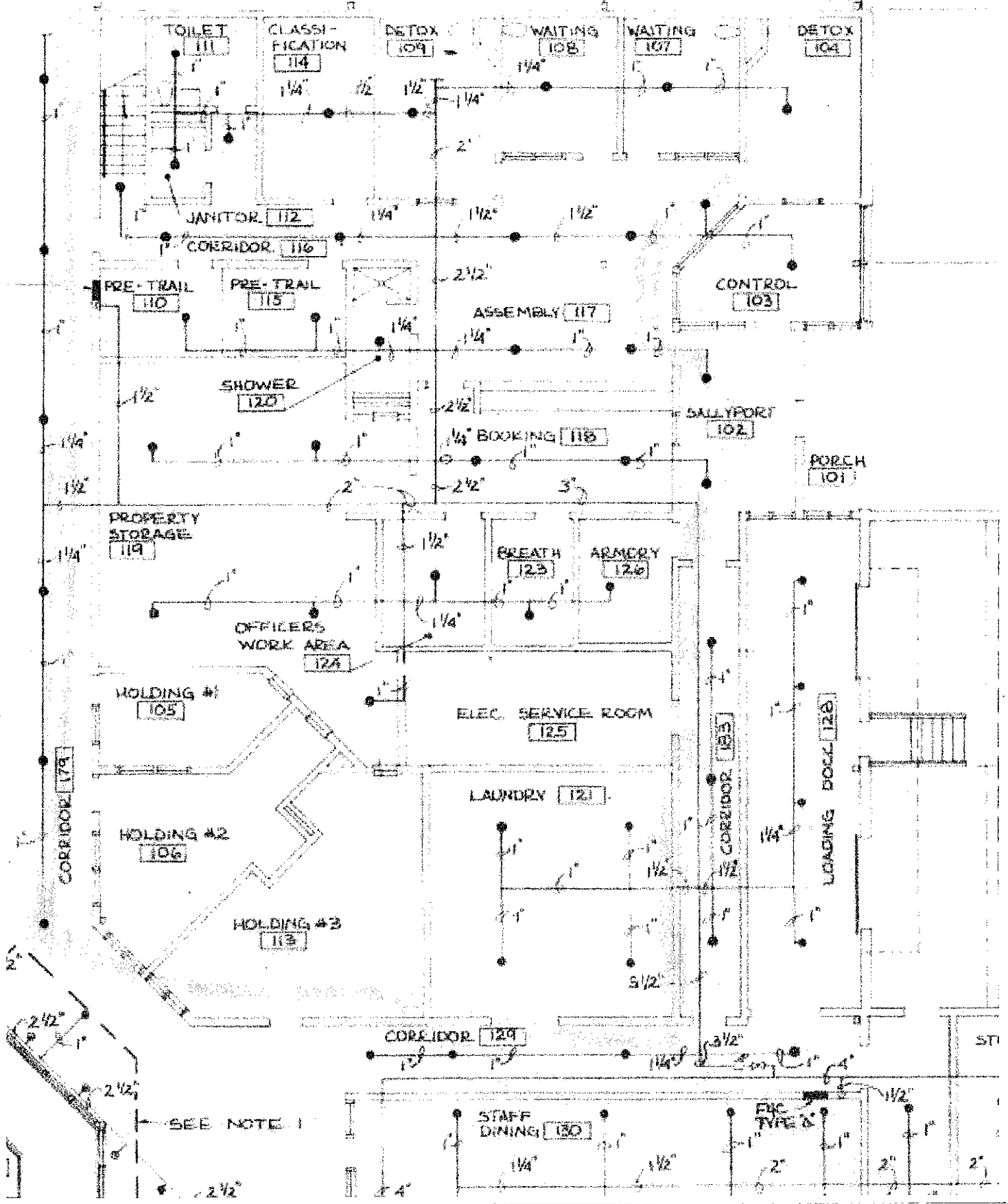
**BID DUE DATE AND TIME:
JUNE 2, 2020, 2:00pm MT
Electronic Submission (BidNet)**

END OF ADDENDUM FOUR

8

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12



SEE NOTE 1

ST



**PRICE CLARIFICATION FOR
MODULE "B" SANITARY SEWER LINE REPLACEMENT AT THE DETENTION FACILITY (IFB-2020-001)**

Responding Firms	JCOR Mech	What's included in this price?
TOTAL PROJECT COST: Pricing must include all of Module B	\$272,248.00 \$249,248.00	All demo and pipe replacement per the project documents. All piping to be sched. 80 PVC and all hangers, rod and anchors to be stainless steel.

Add Alternate Pricing:

Vendor is to provide pricing on the following items listed below. These items may be deemed necessary for this project to be completed to Adams County Facilities expectations and are part of the project.

Ln	Description	JCOR Mech	What's included in this price?
1	Chase toilet waste connections/stack fittings/back to back fittings in chases (Cast Iron Connections. How many waste connections/stack fittings priced Module B?)	\$87,112.00	Replacement of waste stack fitting in (48) locations using a JR Smith No-Hub vertical offset fitting – Model #JRS0688DY
2	Installation of toilet waste connections/stack fittings/back to back fittings in chases	\$87,112.00 N/A	Same as Add Alternate #1 above. All (48) fittings are covered in Add Alt #1 so this Add Alternate is N/A
3	Replacement of chase vent pipe (Schedule 80 PVC)	\$136,166.00 \$126,166.00	Replacement of vent piping as shown in the project documents. Piping to be replaced in (24) restroom stacks as shown.

**PRICE CLARIFICATION FOR
MODULE "B" SANITARY SEWER LINE REPLACEMENT AT THE DETENTION FACILITY (IFB-2020-001)**

4	Replacement of chase vent pipe (Schedule 40 PVC)	\$129,630.00 \$119,630.00	Same scope as Add Alt. #3 using sched 40
5	A Module janitors closet mop sink, A Module hallway/corridor, classifications, work release restroom, etc. (A blueprint was provided for this area: booking hallway/corridor, janitor's closet, PR cells with pipe sizes & approx. lineal footage)	\$138,538.00	See attached redline drawing. Our pricing is based off replacing what is red lined. The actual amount of piping would have to be verified in the field and pricing would be adjusted. <i>There is no way to bid this applies to apples without a defined scope.</i>

Responding Firms	JCOR Mech
Position Title	Foreman/PM
Regular/Overtime Rate	\$96/\$139
Position Title	Journeyman
Regular/Overtime Rate	\$94/\$136
Position Title	Apprentice
Regular/Overtime Rate	\$69/\$100
Total Hours	TBD
Mark-up value for materials (%)	15%
Can you complete the work in the timeframe requested?	Yes



A WBE, DBE, SBE Certified Company

15800 West 5th Avenue, Golden, Colorado 80401 • Ph: 303.271.9787 • Fax: 303.215.0158 • jcor mech.com

ORIGINAL BID

IFB Number: IFB-AF-2020-001

IFB Title: **MODULE "B" SANITARY SEWER LINE REPLACEMENT AT THE DETENTION FACILITY**

Bid Date: June 2, 2020 2:00 PM MT

II. Required Documentation

1. 5% Bid Bond
2. Signed W-9
3. Corporate Safety Plan
4. Work Schedule
5. Submission Checklist
6. Pricing Form
7. Contractor's Certification of Compliance
8. Contractor's Statement
9. References Form

JCOR MECHANICAL, INC. IS CERTIFIED AS WOMAN-OWNED, DISADVANTAGED & SMALL BUSINESS



SAFETY POLICY

It is the policy of JCOR Mechanical, Inc. that the safety of its employees and the public is of chief importance. The prevention of accidents and injuries takes precedence over expedience. In the conduct of our business, every attempt will be made to prevent accidents from occurring. JCOR Mechanical Inc. requires that its employees, as a condition of employment, comply with all applicable safety regulations as listed in the organization policy manual.

JCOR Mechanical, Inc.'s Safety Committee members are the primary contact for safety-related matters. All employees will receive an orientation to the safety rules and policy of JCOR Mechanical, Inc. upon initial employment, and are encouraged to bring to the attention of their immediate supervisor any unsafe conditions or practices. Any worker that believes the work or conditions are unsafe has the authority to stop the work and report the issue to the immediate JCOR supervisor. The supervisor will resolve the issue if possible, or communicate these concerns to the Safety Committee, which will respond to the concern(s) within twenty four (24) hours.

Copies of JCOR Mechanical Inc.'s Safety Policy and Safety Manual are kept in the Owner's Office, the Safety Coordinator's office, and in the job desk or Job Supervisor's truck at each job that the company is working on. These copies are available for any employee to read at any time that they would like.

Jacque Overstreet

Owner/President



15800 West 5th Avenue Golden, Colorado 80401

A WBE, DBE, SBE Certified Company

Ph: 303.271.9787 Fax: 303.215.0158

JCOR MECHANICAL, INC.

SAFETY PLAN

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**ENVIRONMENTAL HEALTH & SAFETY PLAN
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Concentra Medical & Emergency Phone Nos.

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 B. Index/Inventory Roster..... 5



15800 West 5th Avenue Golden, Colorado 80401

A WBE, DBE, SBE Certified Company

Ph: 303.271.9787 Fax: 03.215.0158

JCOR CONTACT NOS.

Office Phone: 303.271.9787

Office Fax: 303.215.0158

Cody Overstreet (Vice President)
303.961.4603 (cell)

Josh Overstreet (Vice President)
303.961.4604 (cell)

Brian Cummings (Project Manager/Estimator)
720.560.3320 (cell)

Edward Eyestone (Project Manager/Safety Officer)
303.908.2613 (cell)

Gilbert Garcia (Plumber Foreman)
719.580.0133 (cell)

Robert Hambly (Pipefitter Foreman)
303.319.5614 (cell)

Jacque Overstreet (President)
303/809-1630 (cell)

JCOR MECHANICAL, INC. IS CERTIFIED AS WOMAN-OWNED, DBE & SMALL BUSINESS ENTERPRISE



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

**INVITATION FOR BID #2020-001
SUBMISSION CHECK LIST**

- Does your Bid comply with all terms and conditions of this Solicitation? If no, indicate exceptions. YES NO
- Does your Bid provide proposed revisions to the attached Sample Agreement (Appendix A)? If so, please include changes. YES NO
- Does your Bid meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions. YES NO
- May any other governmental entity avail itself of this Agreement and purchase any and all items/services specified? YES NO
- Have all the addendums been acknowledged or enclosed? (Contractor's Statement Form) YES NO
- Has a duly authorized agent of the Contractor signed the Contractor's Statement Form and Contractor's Certification of Compliance Form? YES NO
- Have your firm or your Sub-contractors ever received a Notice to Cure, Reprimand Letter, Cancel Agreement Notice, or Cancel Purchase Order Notice from Adams County? If so, please explain. YES NO



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

INVITATION FOR BID
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE
(Signature Required)


Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an 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.

JCOR Mechanical, Inc.

Contractor Name

Cody Overstreet

Printed or Typed Name



Signature

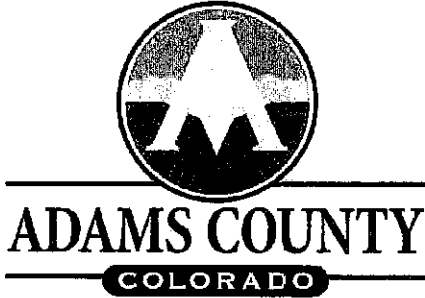
Vice President

Title

06/02/2020

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 #2020-001
CONTRACTOR'S STATEMENT
 (Signature Required)


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

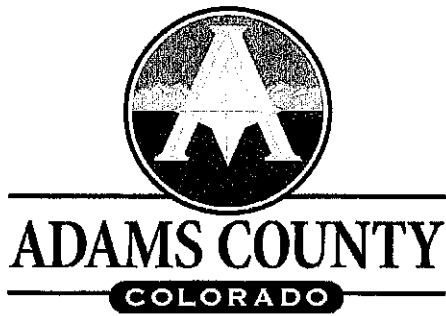
If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List each addendum number separately): 1,2,3,4

JCOR Mechanical, Inc.	06/02/2020
Contractor Name	Date
	Cody Overstreet
Signature	Printed Name
Vice President	
Title	
15800 W. 5th Ave.	
Address	
Golden, CO 80401	Jefferson
City, State, Zip Code	County
303.271.9787	303.215.0158
Telephone	Fax
cody@jcor mech.com	
Email	



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

**INVITATION FOR BID
 REFERENCES FORM**
 (For projects of similar size & scope)

1. Company Name Colorado Department of Corrections

Address 2862 S. Circle Drive, Colorado Springs, CO 80906

Contact Name & Phone James Ramsey 719.226.4116

Contact Email Address james.ramsey@state.co.us

Project Name Limon CF Culinary Arts Kitchen and Fume Hood

Project Date & Project Value Completed 2015-\$129,654

2. Company Name Colorado Department of Corrections

Address 2862 S. Circle Drive, Colorado Springs, CO 80906

Contact Name & Phone Ron McPheeters 719.240.0078

Contact Email Address ronny.mcpheeters@state.co.us

Project Name DWCF Culinary Arts Kitchen, Denver, CO (plumbing & Mechanical)

Project Date & Project Value 2018- \$69,764

3. Company Name Colorado Department of Corrections

Address 2862 S. Circle Drive, Colorado Springs, CO 80906

Contact Name & Phone Diana Oldemeyer 719.226.4122

Contact Email Address iana.oldemeyer@state.co.us

Project Name Canon City CTCF - Remodeled 3 restrooms in Cell House #1

Project Date & Project Value 2013 - \$177,450