ADAMS COUNTY PROFESSIONAL SERVICE AGREEMENT 2018.208 JC SERVICE ROAD EXTENSION A/E SERVICES

THIS AGREEMENT ("Agreement") is made this day of 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and HCL Engineering and Surveying, located at 5600 S. Quebec Street, Suite 205B, Greenwood Village, Colorado 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

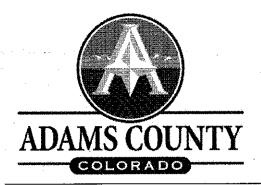
The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2018.208 and the Contractor's response to the RFP 2018.208 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. <u>Emergency Services:</u> 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 the Contractor) to be performed by the Contractor. If the County requests such additional services, the 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, the Contractor shall bill for such services at the rates provided for in this Agreement.
- 2. <u>RESPONSIBILITIES OF THE COUNTY:</u> The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. <u>TERM:</u>

- 3.1. <u>Term of Agreement:</u> The Term of this Agreement shall be for one-year from the date of this agreement.
 - 3:2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.
 - 3.3. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full



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

REQUEST FOR PROPOSAL ADDENDUM 2

RFP Issue Date:

February 15, 2018

RFP Number:

RFP-BB-2018.208

RFP Title:

A/E DESIGN SERVICES FOR ADAMS COUNTY

JUSTICE CENTER SERVICE ROAD

EXTENTION

Pre-Proposal Meeting:

MANDATORY - FEBRUARY 20TH 3:00 PM MT

1100 Judicial Center Drive Brighton, Colorado 80601

RFP Questions Due:

February 23, 2018

Proposal will be received until:

March 6, 2018 2:00pm

4430 South Adams County Parkway, Front Lobby

Brighton, CO 80601

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

For additional information please contact:

Bethany Bonasera, Contract Specialist III

720-523-6056

Email Address:

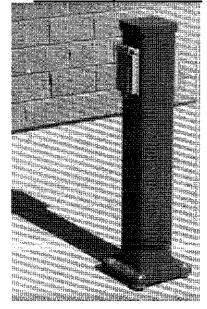
bbonasera@adcogov.org

ADDENDUM 2 RFP-BB-2018.208

THE PURPOSE OF THIS ADDENDUM IS TO ANSWER ALL SUBMITTED QUESTIONS FOR THIS PROJECT.

- 1. Is there an existing drainage study available for the site?
 - See original drainage drawings attached.
- 2. Is there a Water Quality master drainage report available?
 - a. See MS4 permit attached
- 3. Are the original civil construction plans available for the site?
 - a. See original civil drawings attached.
- 4. Show where asphalt repairs are needed.
 - a. See attachment for asphalt repairs both areas will need to be saw cut and damaged asphalt removed and replaced.
- 5. Show where boulders will be placed (50-24" & 10-36").
 - See attachment for boulder location.
- 6. Provide information of plug-in for heaters.

a. www.cast-perfect.com . Recommend pedestal power unit.



- 7. Will a topographic survey be provided by Adams County? If not, should we include the topographic survey as a separate line item on the fee breakdown sheet since it was not included in the RFP? If so, where should we locate it, under Pre-Design?
 - a. Yes, there will be coordination involved for what and where to survey and test by bidders.
- 8. Will Facilities provide the location of the existing utilities (electric) within the work area?
 - a. See original utility drawings attached.
- 9. Will the construction plans need to be processed though the City of Brighton or Adams County?
 - a. City of Brighton
- 10. Will there be a planning process through either the City of Brighton or Adams County be required?
 - a. City of Brighton
- 11. Can we assume that if there are any review fees or inspection fees that they will either be waived or paid for by Adams County for approval?
 - a. Paid by Adco
- 12. The fee schedule sheet shows a pre-design, SD and DD sections. However, the scope of services states that there will be a 35% submittal and a CD submittal. Shall we exclude filling in the pre-design and SD section and use the DD section for the 35% submittal?
 - a. Yes
- 13. Does the County have a breakdown of the estimated project budget as noted in the RFP?

a.

Construction cost
A/E Fee 10%

Permits/Fees 5%

Contingency 15%

Total:

\$735,971.00

\$73,597.00

\$36,799.00

\$110,396.00

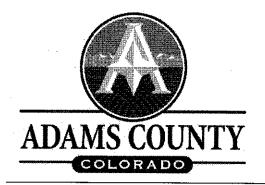
\$956,762.00

- 13. What is included in the FF& E budget?
 - a. No cost for FFE required

- 14. Can the County release a copy of the drainage report associated with the development of the Judicial Center?
 - a. See original drainage drawings attached.
- 15. Could you please clarify statement 11 on page 14. "Provide documentation that satisfies the criteria to be evaluated." If we have been responsive to the information requested in the RFP, then hasn't the criteria already been documented?
 - a. Correct, provide require materials.

End of Addendum 2

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

REQUEST FOR PROPOSAL ADDENDUM 3

RFP Issue Date:

February 15, 2018

RFP Number:

RFP-BB-2018.208

RFP Title:

A/E DESIGN SERVICES FOR ADAMS COUNTY

JUSTICE CENTER SERVICE ROAD

EXTENTION

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MANDATORY - FEBRUARY 20TH 3:00 PM MT

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Brighton, CO 80601

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

For additional information please contact:

Bethany Bonasera, Contract Specialist III

720-523-6056

Email Address:

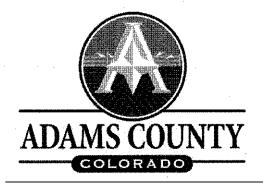
bbonasera@adcogov.org

ADDENDUM 3 RFP-BB-2018.208

THE PURPOSE OF THIS ADDENDUM IS TO ADD AN ADDITIONAL TERM TO THE SOW/CONTRACT

1. The purpose of this Solicitation is to contract for AE Services for the Justice Center Service Road as specified herein from a vendor that will give prompt and efficient service to the County. Although this Solicitation specifies an exact location for Services for the County, it is understood and agreed that the County may during the term of the contract, request additional AE Services from the 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. Additional projects are based upon budget availability and approval.

End of Addendum 3



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

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date:

February 15, 2018

RFP Number:

RFP-BB-2018.208

RFP Title:

A/E DESIGN SERVICES FOR ADAMS COUNTY
JUSTICE CENTER SERVICE ROAD EXTENSION

Pre-Proposal Meeting:

MANDATORY - FEBRUARY 20TH 3:00 PM MT

1100 Judicial Center Drive Brighton, Colorado 80601

RFP Questions Due:

February 23, 2018

Proposal will be received until:

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4430 South Adams County Parkway, Front Lobby

Brighton, CO 80601

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

For additional information please contact:

Bethany Bonasera, Contract Specialist III

720-523-6056

Email Address:

bbonasera@adcogov.org

Documents included in this package:

Proposal Instructions

General Terms and Conditions

Scope of Work (SOW)/ Specifications

Pricing Form

Submission Check List Statement of No Bid

Contractor's Certificate of Compliance

Contractor's Statement

Reference Form

Term of Acceptance Form

Attachment A – Sample Agreement

Attachment B - Design & Construction

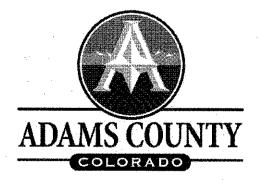
Standards 2016

Attachment C – Code Data Summary 2014 Attachment D - Design Deliverables 2014

Attachment E - Soils Report by CTL Thompson,

Inc. 1995

Attachment F - Concept Aerial



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

REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

- 1. PURPOSE/BACKGROUND: The purpose of this RFP is to purchase Services as specified herein from a source(s) of supply that will give prompt and efficient service to the County.
- 2 SUBMISSION OF PROPOSALS: The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:

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

ATTN: Bethany Bonasera Contract Specialist III RFP-BB-2018.208

Hand Deliveries accepted:

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

> ATTN: Bethany Bonasera Contract Specialist III RFP-BB-2018.208

- 3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for ADAMS COUNTY, COLORADO JUSTICE CENTER SERVICE DRIVE EXPANSION
- 4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: http://www.bidnetdirect.com/colorado/solicitations/open-bids
 - 4.1. Interested parties must register with this service to receive these documents.

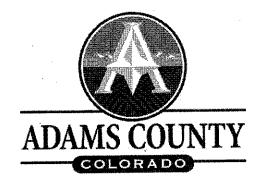
5. CONTRACTUAL OBLIGATIONS

- 5.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 5.2 Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3. 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.

Doc #4725870v3 Page 2 of 34 RFP-BB-2018.208

- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.
- 5.8. Pricing MUST be submitted in a separate sealed envelope.
- 6. **METHOD OF AWARD** It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.
 - 6.1. <u>Professionalism</u>: Including proposal's appearance, presentation, completeness, accuracy, following instructions and responsiveness.
 - 6.2 <u>Understanding of the Project</u>: Including scope of services, key elements, project approach, work plan, scheduling and planning.
 - 6.3. General Project Experience: Including the general experience of the proposed team's professionals, sub-consultants and personnel, quantity of work performed and general industry standards. May include qualifications, certifications or licensing of team members. Include organizational chart, collaboration internally and externally with professionals, sub-consultants and key personnel experience and qualifications, adequate staff and evidence of teamwork.
 - 6.4. <u>Similar Project Experience</u>: Including experience of other project's size, cost, quality, schedule, delivery method and approach.
 - 6.5. <u>General Items</u>: Include clarifications, exclusions or exceptions with the contract terms or miscellaneous items not included.
 - 6.6 <u>Proposed Fees</u>: Proposals shall be structured/formatted to follow the layout information identified in this Request for Proposals. Do not include materials that are

- of little or no relevance. The fee structure and breakdown is to be submitted separately in a sealed envelope.
- 6.7. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.
- 6.8. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
- 6.9 The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 8.6. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Bethany Bonasera, Contract Specialist III, Purchasing Division, Adams County, bbonasera@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
- 7. Any official interpretation of this RFP 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.
- 8. 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.
- 9. 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.
- 10. BUDGET: Budget will not be disclosed.
- 11. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(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.



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

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, 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").

2. CONTENTS OF PROPOSAL

- 2.1. GENERAL CONDITIONS: Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1 Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2 Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal 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 Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
- 3. **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 Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If

submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. 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 as such. The County does not guarantee the confidentiality of any record(s).

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.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.
 - 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.
 - 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
 - 5.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; 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

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Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

- 5.2.2. 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.
 - 5.2.2.1. Federal Identification Number: 84-6000732
 - 5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

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

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

- 7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
- 7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.
- 7.1.3. 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
- 7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

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7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.4. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 7.2.6. Contractors, which qualify their Proposal 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 Proposal 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.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: A/E DESIGN SERVICES FOR ADAMS COUNTY JUSTICE CENTER SERVICE ROAD EXTENTION RFP-BB-2018.208.
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal

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will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

9.2. WITHDRAWAL OF PROPOSALS

- 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

- 10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:
 - 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
 - 10.1.2. Re-advertise this Solicitation;
 - 10.1.3. Postpone or cancel the process;
 - 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:
- 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

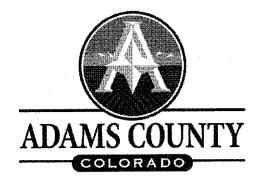
- 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
- 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
- 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
- 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11 ELIMINATION FROM CONSIDERATION

- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal 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 Proposals will not be accepted.

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

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

REQUEST FOR PROPOSAL SCOPE OF WORK

I. INTRODUCTION

Adams County, Colorado, is requesting proposals from qualified professional design firms (Civil & Utility) to provide design and construction documents for bidding for the service drive expansion located at Adams County Justice Center, 1100 Judicial Center Drive, Brighton, CO 80601.

II. REQUIRED DOCUMENTATION

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

- List items which must be included in submittal in order to be accepted and evaluated
 - Certificate of Corporation or Limited Liability Partnerships registered with the State of Colorado or other formal documentation meeting the requirement of years in business
 - List five most recent comparable projects your firm was involved within the past five years.
 - O Provide a list of proposed sub-consultants, identify how they will incorporate into the team, organizational chart, resumes of key personnel, and identify the relationship with the sub-consultant (e.g. identify how many times you have worked together, how many times the key personnel have worked together, etc.). Provide this information for each sub-consultant. Additional pages (no more than 4) may be added for each sub-consultant
 - Provide a logical project approach including the number of site visits needed and key sequences of completing the project, while meeting required parameters of scope, schedule, cost and quality.
 - Describe your interpretation of key elements to the project.

III. RESPONSE FORMAT

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

SUBMISSION OF PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and FOUR (4) HARDCOPIES, TOTAL OF FIVE (5) submittals of each Proposal must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

•

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

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

- 1. Provide submittal without reference to Adams County logo or company logo.
- 2. Submit proposal in a tab format
- 3. Label cover of Original submittal

(1Page Maximum)

- 4. Table of Contents Include a clear identification of the material by section and by page number., i.e. Mandatory Requirements section, etc.
- 5. General Information about the Firm:

(2 Pages Maximum)

- a. History and Business Profile
- b. Business Organization (i.e. Corporation, Partnership, etc.)
- c. Name of Countys, Principals and/or Officers
- 6. Executive Summary The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
- 7. Statement of Firm's Financial Status

(1 Page Maximum)

- a. Firms Financial Statement through Fiscal Year 2016/2017 is <u>not</u> required to be submitted with proposal, but shall be furnished upon County's request.
- Profile of the Firm

(4 Page Maximum)

- a. State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
- a. Size of the Firm and size of local office (if applicable)
- b. Location of the office, where the work on this engagement is to be performed
- c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
- d. Number and nature of staff to be assigned to this project on a full time and part-time basis.
- e Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
 - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
- 9. Fee Proposal: (Form of Proposal, Fee Schedule & 1 Additional Page)
 - a Estimated hours are not contractual and are to be used for reference purposes only.
 - b. Provide no more than one page (if any) description or clarifications to the fee proposal.
 - c. Provide a Fee Schedule (Hourly Rate) by position title, and a Not-to-Exceed percentage markup for any Sub-consultant work.

Doc #4725870v3 Page **13** of **34** RFP-BB-2018.208

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- 10. Provide documentation that satisfies the Required Document requests.
- 11. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

Background:

Adams County intends to expand the service drive to allow transporting passenger buses the ability to drop off and continue through the connection road to avoid turnaround within the existing drive.

Scope:

The Scope of Services included within this package describes the services to be delivered by the Proposers. Although it is comprehensive, the Scope of Services listed herein may not represent all issues that could arise. If the Proposer identifies issues or scope specifically not included, the proposer shall notify the County in writing. If the County determines the issue is valid, the County will issue a written amendment to all Proposers.

Adams County is seeking services of a professional design group that will provide the investigation, research and documentation necessary to facilitate the service drive extension in general accordance with Adams County Facilities & Fleet standards as attached herein and referenced standards.

General Description of Services Required: The selected firm is expected to be responsible for the complete and comprehensive Civil and Utility Engineering professional services for the successful completion of the project. This firm is also expected to work in a collaborative manner with the County staff and other Contractors or Vendors to develop a project that represents the goals of Adams County and maintain a design and budget within the established parameters. Professional Consultation Services by Stage/Phase: Services are expected to be provided for all stages of the work, including but not limited to:

- i. Site Civil Engineering Design
- ii. Structural Engineering Details
- iii. Electrical Engineering Design
- iv. Project Administration (Cost Estimating, Project Scheduling, etc.)

Performance Requirements/Acceptance Criteria for Contract Documents:

Adams County regards the following as general criteria for this scope of work. Any deviation from these criteria suggested by the design service group must be reviewed in detail and accepted by representatives of the Facilities & Fleet Department of Adams County and any key specialty consultants that the County has engaged.

- v. The Consultant team will develop the full scope construction documents including drawings and technical specifications for bidding and construction. The design will define the service road extension complete with restoring the site according to code requirements.
- vi. Design: Services consist of those technical engineering activities which take a project programming statement and develop it through contract documents and permitting. Phases shall include Conceptual Design (approx. 35% complete) and Construction Documents.

- vii. Design Reviews: Conducted with the Owner, at a minimum of each milestone phase, perform a "page-turn" and allow a reasonable time (approximately 1 week) for review and response. Each item identified will be responded to by the Design Professional in writing.
- viii. Construction Estimates and Budgeting: Design Professional shall provide, at each stage of design, an Opinion of Probable Cost, broken down into major trades or work scopes (not just square foot costs
- ix. Bidding and Procurement: Services consist of those consulting activities to prepare and issue documents for bidding, assist the Owner in the bidding process including attend pre-bid meetings and walk-through's, review and respond to RFI's, issue addenda, attend and record bid information, assist in evaluation of bids or proposals, and make recommendations for award.
- x. Construction Administration: Services include those technical architectural/engineering activities to conduct pre-construction meetings, attend progress and construction meetings (OAC), review of submittals (shop drawings, cut sheets, proposed product substitutions, etc.), review GC and Sub-contractor bids, review change orders, respond to field inquiries, RFI's, complete and submit as-built documents, coordinate project close-out, provide construction observation and documentation, and review/negotiation of proposed modifications.
- xi. Closeout: Project Closeout and Commissioning services include review of closeout documentation from contractor(s), check warranties, guarantees, and service contracts, review/approval of O&M manuals and as-builts, punchlist, facility acceptance/rejection, commissioning of major systems (pre-functional and functional testing, TAB, review of test and inspection reports, etc.), and post occupancy services (1-yr. warranty inspection, user survey(s), etc.).

Construction Delivery: The County anticipates that the project will be delivered based on the General Contractor methodology. This is subject to change as the design develops and the selected consultant Firm may have input on this delivery method.

- For projects delivered using a GC (General Contractor), the Designer of Record will still be responsible for:
 - 1. producing independent cost estimates at each stage of design
 - 2. design schedules for their work (critical path)
 - 3. assisting in the assessment of the GC's construction schedule.

Project Specific Requirements:

- i. The design is to comply with Adams County Design and Construction Standards for materials, quality, and installation shall meet all code requirements.
- ii. The original soils report dated 1996 by CTL Thompson, Inc. is included herein.
- iii. The Civil Engineering firm represents the prime consultant to include subconsultant's fees and design.
- iv. The service road expansion will include but is not limited to;
 - Grading and drainage.
 - Relocate fencing and curbs.
 - Additional parking area.
 - New road extension to connect and tie in with existing road.
 - Dumpster pad.
 - Relocating of existing parking lot lighting.
 - Additional lighting at the new road.
 - Power for bus heater.

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Tasks and Deliverables:

Adams County regards the following as the general responsibilities of a professional design services group for this scope of work:

- Conduct Pre-Bid Job Site Investigation and Analysis
- Construction Documents: Drawings and details, technical specifications, and engineering calculations demonstrating adherence to all applicable codes.
- Issue Addenda as required during Construction Bidding Period.
- Perform Construction Bid Review with Owner.
- Technical Submittal review in coordination with Owner.
- Participate Preconstruction Conference prior to any Construction Activity.
- Review all correspondence related to Change Orders, Contract Amendments and or RFI's.
- Conduct a weekly field observation visit and provide Owner with a Field Report containing photographic record of work in progress.
- Perform Final Observation/Inspection(s) in cooperation with selected Contractor.
- Assist with Contractor Close-Out Procedures as necessary.
- Coordinate sub-consultant's design and construction observation tasks throughout the project timeline.
- Observe 'Adams County Design and Construction Standards' and other Exhibits published with the RFP.

Estimated Project Budget:

The final construction budget will be developed between Adams County and the successful prime consulting Design Professional, and if applicable, a Construction Manager. This budget may evolve throughout the course of the design phase. Anticipated total Construction Cost estimate is unidentified and dependent on the Program Statement. The overall project budget including all Construction and soft costs (A/E, permits, FF&E, etc.) is \$956,762.00

Estimated Project Schedule:

The final project schedule will be developed between Adams County and the successful prime consulting Design Professional, and if applicable, the Construction Manager. This schedule may evolve throughout the course of the design phase, however at this time is estimated as follows:

A/E RFP Issued

Mandatory Pre-Proposal Meeting

A/E Proposals Due Anticipated Award

Contracting/NTP Design Kick-off:

Design Concept Complete:

Review of Concepts:

Construction Documents Complete:

Release for Bidding:

GC Bids Due:

Anticipated Award:

Construction Period:

February 15, 2018

February 20, 2018 @ 3:00

March 6, 2018 @ 2:00

March 15, 2018

March 19, 2018

Week of March 30, 2018

April 23, 2018

April 30, 2018

May 15, 2018

Week of May 22, 2018 Week of June 12, 2018

Week of June 19, 2018

June 26, 2018 to Aug 3, 2018

EVALUATIONS:

Proposals shall be evaluated based on a series of criteria/categories, which may include, but not be limited to:

Doc #4725870v3 Page **16** of **34** RFP-BB-2018.208

- Professionalism: May include proposal's appearance, presentation, completeness, accuracy, following instructions, and responsiveness.
- Understanding of the Project: May include the understanding of the project, scope of services and work plan, scheduling and planning, and services provided.
- General Project Experience: May include the general experience of the Design Professional and sub-consultants, quantity of work performed, and general industry standing.
- Specific (Similar) Project Experience: May include experience in project of similar size, cost, quality, schedule, delivery, or use. May include special qualifications or certifications related to the project needs.
- Design Team: May include organizational chart, collaboration internally and externally (with sub-consultants), key personnel experience and qualifications, adequate staff, and evidence of teamwork.
- General Items: May include exclusions or exceptions with the contract terms, and miscellaneous items not falling within the other criteria.
- Fee Proposal: Will include the fee proposal, hourly rates, and mark-up percentages.
 May also include pricing exclusions, missing services, or similar impacts to proposed fee.
- Interview / Oral Presentation (if required): May include any and all items identified in the Evaluations List above.

INTERVIEWS:

In addition to the qualifications and fee proposal, it may be required that the Firm gives a presentation and is interviewed by Adams County and/or their consultants. Site visits of completed similar facilities may also be conducted. Interviews or site visits, if required, will be scheduled by Adams County for any or all Firms selected.

Available Reference Materials

Attachment A – Sample Agreement

Attachment B - Design & Construction Standards 2016

Attachment C - Code Data Summary 2014

Attachment D - Design Deliverables 2014

Attachment E - Soils Report by CTL Thompson, Inc. 1995

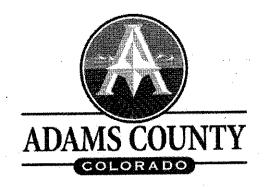
Attachment F - Concept Aerial

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REQUEST FOR PROPOSAL PRICING FORM: RFP-BB-2018.208 (Submit in separate sealed envelope)

% of Total

%

Form of Proposal / Fee Breakdown:

Service/Work Scope

Break down the fee proposal, with all lump sum costs for these services as not to exceed the amounts, for the work as follows:

Lump Sum Fee

Estimated Hours

	PRE-DESIG	N: _		\$	<u></u>	
	DESIGN:	SD		\$	<u> </u>	
		DD .		\$		<u>%</u>
	(Includes Bio	CD lding & P	ermit Documen	\$ats and Coordina	nted Construction 1	Oocuments)
	BIDDING			\$		<u>%</u>
	CONSTR. A			\$		<u>%</u>
	REIMBURS	ABLES		\$		<u>%</u>
	GRAND TO	TAL		\$	 	100 %
Addit We ag	ional Certific gree to contrac	ations: tually gua	rantee the perso	onnel proposed	for this project:	YesNo
Fee PA.B.C.	Reimbursable Special serve under this propossibility of with the Horman employ	st be furnille expense rices may brovision of such would ree Strong utilize	shed exclusive es shall be a Not be required by requires prior a ork identifying schedule, indica in the perform	t-To-Exceed value of the County of authorization by project personnate your percent	y County. Providuel, titles, and housage markup for suject. Fee schedule	expended. Indeed in this project. Work the a Fee Schedule for the arry rates. To be included ab-consultants that the firm shall not be adjusted once
Name	and Title Prin	nted	<u> </u>	Signature		Date

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REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

Adams County Government Center Purchasing Division C4000A 4430 South Adams County Parkway Brighton, CO 80601

ATTN: Bethany Bonasera

Contract Specialist III RFP-BB-2018.208

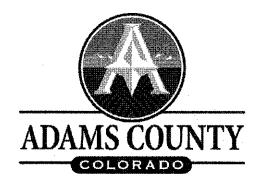
Hand Deliveries accepted:

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

> ATTN: Bethany Bonasera Contract Specialist III RFP-BB-2018.208

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	YES	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	YES	NO
Requirements met and response included? Certificate of Incorporation or other formal documentation Meeting the requirement of years in business	YES	NO
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all the addendums been acknowledged and enclosed?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	YES	NO
Is pricing form enclosed in a separate sealed envelope?	YES	NO

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	X.			



REQUEST FOR PROPOSAL STATEMENT OF NO BID COMPLETION OF THIS FORM IS OPTIONAL

Email to: bbonasera@adcogov.org

Subject: RFP-BB-2018.208

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

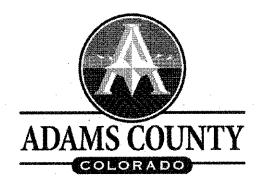
Please send to: Adams County Purchasing Division
Attn: Bethany Bonasera Contract Specialist III

RFP-BB-2018.208

4430 South Adams County Parkway, C4000A

Brighton, CO 80601

 □ We are unable to meet specification □ Insufficient time to respond to the s □ Our schedule would not permit us t □ We are unable to meet insurance a □ We do not offer/supply this product 	olicitation. o perform within the required time. ind/or bonding requirements.	
Further Remarks/Comments:	• • • • • • • • • • • • • • • • • • • •	
Turtier Nemarks/Comments.		
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PF	RINT OR TYPE YOUR INFORMATI	ON
Contractor Name	er est d	Phone
Address:	City/State	Zip Code
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Contact Person	Title	Date
Fmail Address		



REQUEST FOR PROPOSAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE

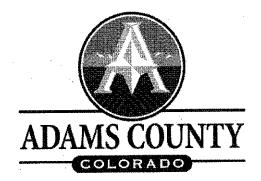
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement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

Contractor Name		
Contractor Name	•	
Printed or Typed Name		
Cianatura		
Signature		
•		
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Title		
Doto		
Date	ere	and the second s

Doc #4725870v3 Page 21 of 34 RFP-BB-2018.208

"memorandum of understanding" available at the website prior to registering.

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



REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

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

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

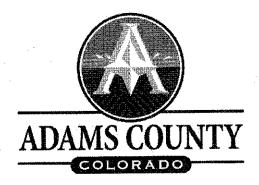
The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all):				
Contractor Name			Date	
Signature			Printed Name	
Title		·		
Address		·		
City, State, Zip Code	·*		County	in the second of
Telephone		· · · · · · · · · · · · · · · · · · ·	Fax	
Email				

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Value

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

REFERENCE FORM

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

Company Name

Address

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

Company Name
Address
Reference Name
Reference Email Address
Telephone Number
Project Name
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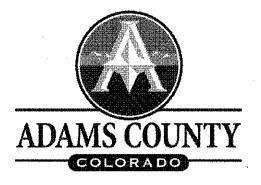
Reference Name

Reference Email Address

Telephone Number

Project Name

Doc #4725870v3 Page 23 of 34 RFP-BB-2018.208



REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM

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Request for Proposal #			
I, on behalf of the Contractor identified be sample Agreement attached to the RFP are that Agreement. I further hereby certify that every term and provision contained in the the sample Agreement except as follows:	nd understand the t at it is the Contracto	terms and provisions conta or's intent to comply with ea	ained in ach and
1)			-
2)			_
3)			-
I understand that the modification stated at and that Adams County reserves the righ proposed modification to the sample Agree	ht to accept, reject		
Contractor Name			-
Authorized Signature			.
Printed Name			-
Title			
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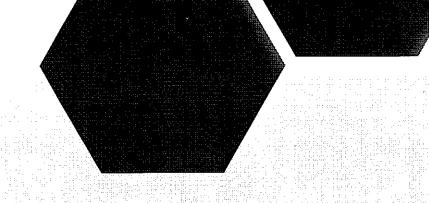
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PROPOSAL to provide A/E Design Services for the

Adams County Justice Center Service

Road Extension RFP NO. BB-2018:208

ORIGINAL



PROPOSED to

ADAMS COUNTY, COLORADO

HCL Engineering & Surveying March 6, 2018

HCL Engineering & Surveying 5600 S. Quebec Street, Suite 205B Greenwood Village, CO 80111 Phone 303-773-1605 Fax 303-773-3297 www.hclengineering.com

March 6, 2018

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

Attn: Bethany Bonasera, Contract Specialist III

HCL Engineering & Surveying, LLC (HCL) is pleased to submit our response to the Request for Proposal for A/E Design Services for the Adams County Justice Center Service Road Extension. We appreciate the opportunity to provide our proposal to work closely with Adams County and to offer the benefit of HCL's industry leading engineering and surveying services.

We are committed to working in collaboration with the County's staff and key stakeholders to ensure this project is successfully delivered on time, within budget and scope.

HCL has a rich history of working on major projects in the Denver area, including Adams County. HCL recently completed over \$2 million of roadway infrastructure on land owned by the State Board of Land Commissioners for the benefit of Denver Public Schools. HCL has earned a reputation of providing quality services on time and within budget. With our multidiscipline group of professionals, we are more than capable of managing this project for Adams County.

HCL and our team look forward to the opportunity of a true partnership with Adams County to deliver this project with the highest level of quality and cost effectiveness. Thank you for considering our team. Please do not hesitate to contact us if you have any questions.

Sincerely,

J. Lloyd Herrera, P.E.

Cloyd Herres

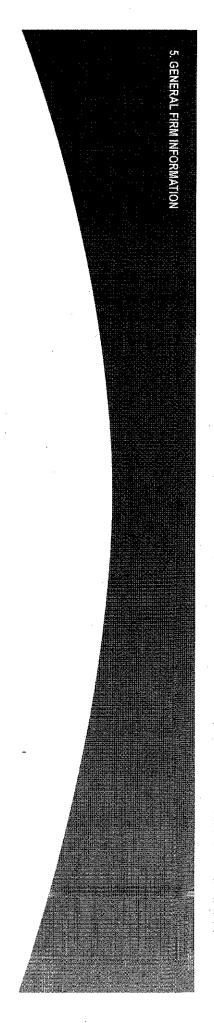
President

TABLE OF CONTENTS

GENE	ERAL FIRM INFORMATION	1
EXEC	CUTIVE SUMMARY	5
FIRM	FINANCIAL STATUS	7
PROF	FILE OF THE FIRM	8
FEE S	SCHEDULE	9
. REQU	URUIRED DOCUMENTATION	10
10.1	CERTIFICATE OF GOOD STANDING	11
10.2	FIVE RECENT COMPARABLE PROJECTS	12
	TEAM RESUMES	16
10.4		
	FIRM PROF FEE S . REQU 10.1 10.2 10.3	GENERAL FIRM INFORMATION EXECUTIVE SUMMARY FIRM FINANCIAL STATUS PROFILE OF THE FIRM. FEE SCHEDULE REQURUIRED DOCUMENTATION 10.1 CERTIFICATE OF GOOD STANDING. 10.2 FIVE RECENT COMPARABLE PROJECTS. 10.3 LIST OF PROPOSED SUBCONSULTANTS. TEAM RESUMES. 10.4 WORK PLAN AND APPROACH. 10.5 INTERPRETATION OF KEY ELEMENTS.

FORMS

GENERAL FIRM INFORMATION





A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

5. GENERAL FIRM INFORMATION

- HCL Engineering and Surveying, LLC (HCL), a. established in January 1999, provides a full range of civil/structural engineering and surveying services. HCL is a local firm with an established reputation for quality and excellence in the industry. HCL is committed to accurately determining the needs of Adams County and identifying an innovative, economically feasible, and environmentally responsible solution to the extension road configuration problem that currently exists at the Justice Center. To support this goal, HCL will deploy a multi-disciplined group of professionals experienced in developing and implementing practical solutions to complex engineering problems.
- b. HCL is a Limited Liability Company registered in the State of Colorado.
- J. Lloyd Herrera is President and Owner of HCL, a Limited Liability Company.

HCL is looking forward to providing engineering services on the A/E Design Services for Adams County Justice Center Service Road Extension Project (Project). HCL's previous clients have validated its quality and commitment to its work by providing repeat opportunities to the firm. HCL recently closed out a successful project for Howard Witkin at 9th and Kalamath. We were invited to submit a proposal for his next project at Hampden and Yosemite. Howard will attest to the quality and innovation HCL demonstrated on his project. "HCL is always thinking of cost efficiency in their designs".

The HCL team will collaborate across a spectrum of engineering services to produce efficient, innovative and practical engineering design for Adams County. Our professionals will work with Adams County using local and state-wide standards, polices, and procedures to ensure that the Project exceeds their expectations. We will deliver a classic design that fulfills your project goals, which include:

 Providing driveway access on the east edge of the property

- · Providing repairs to driveways
- Creating additional parking in the service area while providing a solution to the Access for fire and emergency vehicles
- Providing placement of landscape improvements throughout the property
- Designing a trash enclosure for the dumpsters together with the appropriate concrete pad to minimize the impact trash trucks have on the pavement

HCL will provide services from start to finish including project closeout. We provide turn-key engineering services under one roof, including civil engineering, transportation engineering, structural engineering, site development and land surveying, as well as construction Administration and management. This will enable us to closely collaborate with Adams County and keep a tight reign on the schedule and budget, ultimately allowing us to produce a cost-effective and functional solution to the current extension road configuration (Exhibits 1 and 2).

Why HCL?

HCL excels in providing
 innovative, cost-sensitive designs
 for local agencies, as demonstrated on
 previous projects.

- 2. Multi-disciplined firm that will provide most services in-house no need to subcontract large portions of work , which can lead to scope and cost creep.
 - Quality designs and effective project management leading to repeat clients.

"HCL is always thinking of cost efficiency in their designs." - Howard Witkin, Witkin Custom Homes



A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

Compass Management recently engaged HCL on a project where their office building was experiencing flooding. HCL developed a cost-effective solution to mitigate the problem and the client was completely satisfied with the quality and innovation. Owner and CEO, Tiffany Jackson, will attest to HCL's creative and innovative approach to solving problems. Compass Management recently requested a proposal for another property they manage to address the lack of ADA access to the building.

HCL will extend the same commitment to support the success of the Adams County Justice Center Service Road Extension Project. We have demonstrated our experience on similar projects, including the Ralph L. Carr Judicial Building, home of the Colorado Supreme Court, where we provided transportation engineering plans for four city blocks in downtown Denver. HCL teamed with Martin Martin to provide the design to 13th Avenue, 14th Avenue, Broadway, and Lincoln Streets, the perimeter of the Justice Center's property.

HCL excels on both small- and large-scale transportation projects. We are currently providing surveying and utility services on the Central 70 Project. Past large-scale projects include Redevelopment of Union Station, Hyatt Convention Center Hotel, TREX, RTD Eagle P3 commuter rail project, US 36 Managed Lane/Bus Rapid Transit Project Phase I and II, and the Hotel and Transit Station at DIA, and the RTD North Metro Rail Line.

In-House Expertise

- Engineering Consulting
- Site Plan Review
- Utility Master Planning
- Street Construction and Rehabilitation
- Site Engineering
- Permit Acquisition and Process Management
- Computerized Mapping of Utilities, Pavement and Assessment Parcels
- Facility Utilization
- Parking and Space Allocation
- Grading and Drainage Design
- Water Resources
- Structural Engineering

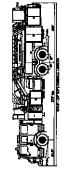
Exhibit 1. Preliminary Layout

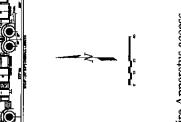


2.This Hammerhead Turnaround will allow buses to use the turnaround as well.

3.The layout also provides for 11 standard parking spaces.

4.The layout eliminates the need to relocate the existing light standard. 5.By moving the exiting bus parking curb south approximately 10 feet, this allows greater depth for parking larger buses and equipment.

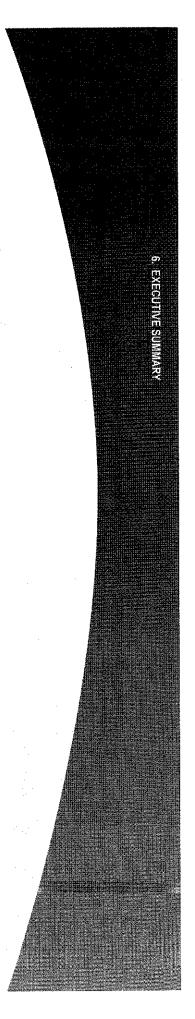




Fire Apparatus access turnaround showing ingress and egress to and from the service drive.



EXECUTIVE SUMMARY





6. EXECUTIVE SUMMARY

General Information about the Firm

HCL Engineering and Surveying, LLC (HCL), established in January 1999, provides a full range of civil/structural engineering and surveying services. HCL is a local firm with an established reputation for quality and excellence in the industry. HCL is committed to accurately determining the needs of each client and identifying innovative, economically feasible and environmentally responsible solutions. To support these capabilities, HCL employs a multi-disciplined group of professionals experienced in developing and implementing practical solutions to complex engineering problems.

HCL will assign 2 members of its staff on this project on a full-time basis. We will assign 3 staff members on a part-time basis.

The HCL team will collaborate across a spectrum of engineering services to produce efficient, innovative and practical engineering design for Adams County. Our professionals will work with Adams County using local and state-wide standards, polices, and procedures to ensure that the Project exceeds their expectations. We will deliver a classic design that fulfills your project goals, which include:

- Providing driveway access on the east edge of the property
- Providing repairs to driveways
- Creating additional parking in the service area while providing a solution to the Access for fire and emergency vehicles
- Providing placement of landscape improvements throughout the property
- Designing a trash enclosure for the dumpsters together with the appropriate concrete pads to minimize the impact trash trucks have on the pavement

HCL will provide services from start to finish including project closeout. We provide turn-key engineering services under one roof, including civil engineering, transportation engineering, structural engineering, site

development and land surveying, as well as construction administration and management. This will enable us to closely collaborate with Adams County and keep a tight reign on the schedule and budget, ultimately allowing us to produce a cost-effective and functional solution to the current extension road configuration problem.

Financials

HCL is financially sound. We are happy to provide audited financials upon request.

Location and Number of Employees

HCL is a local firm based in Greenwood Village, Colorado. We employee 20 professionals, including engineers, surveyors, and professional staff.

Our office is located at:

5600 S. Quebec St. #205B Greenwood Village, CO 80111

Personnel and Subconsultants

Our supervisory and management staff include J. Lloyd Herrera, PE, Principal-in-Charge; Kim Martin, PE, Project Manager and Civil Lead; and Julian Sisneros, PLS, Survey Lead. Jason Dahnke, PE, will be available should we need structural services. We will require on subconsultant on the Project - Corey Electrical (Corey). Corey will be responsible for electrical for the electrical engineering for lighting and for the bus heating system. Detailed resumes of key personnel and an organizational chart are located in Section 10, Required Documentation.

Five Recent Comparable Projects

1. Ralph L. Carr Judicial Center

HCL provided civil engineering services for this signature project. Design services consisted of upgrading the adjacent street frontage along Broadway, Lincoln, 13th Avenue and 14th Avenue, demolition of the existing court house and Colorado History Museum and full time construction observation of the storm sewer improvements and wastewater systems.



A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

2. East Quad High School (Regis Groff Campus), Denver Public Schools

In addition to the site civil work, HCL provided construction documents for the off-site infrastructure (roads, drainage, water sanitary sewer and signing/striping) working with the State Board of Land Commissioners and DPS.

3. 9th and Kalamath Townhome Project

A 34-unit townhome project in the heart of the Art District in downtown Denver. This project was in infill site where HCL provided site design services including creating an innovated approach to addressing storm water and water quality. HCL used a porous landscape paver system to filter, store and discharge storm water from the site while providing an elegant look to the drive entrance to the units.

4. Bruce Randolph, School Parking Lot Improvements, Denver Public Schools

The project involved expanding the parking capacity at Bruce Randolph. HCL provided surveying, planning, design and construction management for this project. The project was designed and permitted on time and constructed significantly under DPS' budget. In addition, HCL provided construction documents for the parking lot rehabilitation for Barrett and Whittier Elementary schools.

5. 911 Call Center, City of Denver

The City of Denver will be moving their 911 call center to 12025 East 45th Avenue. HCL evaluated the site for parking lot circulation for both fire department and general traffic flow and compliance of ADA access paths, ramps, and on-site connectivity. HCL provided transportation engineering plans to bring the site into compliance. It is anticipated that construction will begin in the spring of 2018.

Work Plan and Approach

During the mandatory pre-proposal meeting, the group witnessed the fire department respond to a service request. The Brighton Fire Rescue apparatus pulled into the secured area. However, it took several maneuvers to turn the apparatus around. In addition to the fire access issue, the sheriff department maintains a bus in the secure area. Based on the limited space, we believe the bus

encounters the same issues related to the egress in the secure area. Although not specifically addressed in the Request for Proposal, HCL has developed a solution to solve these issues while meeting all the objectives desired in the Request for Proposal. This solution is presented in Exhibits 1 and 2

The Request for Proposal also requires the connection of the east-west service drive to the east service drive. In addition, certain asphalt repairs have been identified in Addendum No. 2. HCL's approach to these repairs would be to meet with staff in the field to mark the areas prior to having our survey crews on site. This will allow HCL's survey crew to document the areas of repairs on the base mapping for use in the contraction documents. The CTL Thompson geotechnical report dated June 6, 1995 will be used for establishing the pavement thickness for the access drive and parking areas. HCL recommends continuing the proposed concrete pavement adjacent to the existing drive for the fire apparatus turnaround.

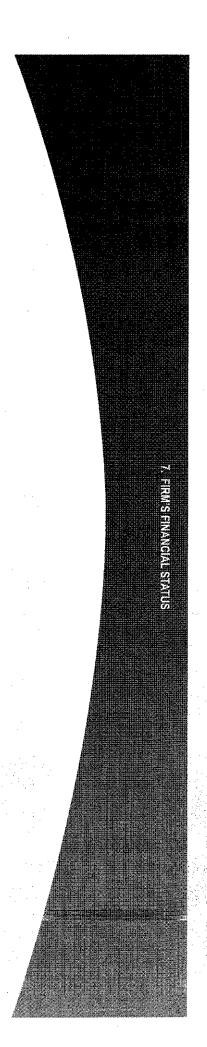
We also understand the need to place owner furnished 24" - 36" Boulders throughout the campus. These locations will be documented on the construction documents for the contractor to place.

HCL's approach involves listening and gathering information from stakeholders and the County. HCL will then develop an approach that takes into consideration all aspects of the project.

Conclusion

HCL will extend the same commitment to support the success of the Adams County Justice Center Service Road Extension Project as we provide each of our clients.. We have demonstrated our experience on similar projects, including the Ralph L. Carr Judicial Building, home of the Colorado Supreme Court, where we provided transportation engineering plans for four city blocks in downtown Denver.

FIRM'S FINANCIAL STATUS



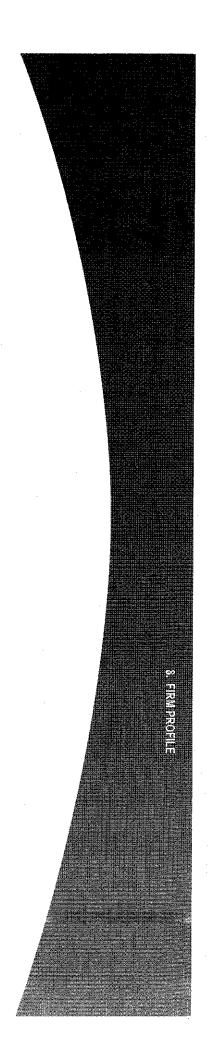


A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

7. STATEMENT OF THE FIRM'S FINANCIAL STATUS

HCL is financially sound. We are happy to provide audited financials upon request.

FIRM PROFILE





8. PROFILE OF THE FIRM

- a. HCL is a local firm based in Greenwood Village, Colorado.
 - a. We employee 20 professionals, including engineers, surveyors, and professional staff.
 - **b.** Our office is located at:

5600 S. Quebec St. #205B Greenwood Village, CO 80111

- c. HCL will assign 2 staff members on this project on a full-time basis.
- d. We will assign 3 staff members on a part-time basis.
- e. Our supervisory and management staff include the following individuals.

Detailed resumes of key personnel and an organizational chart are located in Section 10, Required Documentation.

Kim Martin, PE
Project Manager and
Civil Engineering Lead

Kim will service as Project Manager and Civil Engineering Lead on this project. She has more than 25 years

of experience in the civil engineering and surveying fields. She worked as surveyor for the Geodetic Survey Squadron/ Defense Mapping Agency for the U.S. Air Force as well as performed lot and boundary surveys for civilian land surveying companies. She has more than 15 years of civil engineering and design experience. Her projects include single-family, multi-family, commercial sites, state and county highway projects, and industrial power plants. She has worked on numerous municipal and local projects and is looking forward to working for Adams County on the Justice Center Service Road Extension Project.

J. Lloyd Herrera, PE Principal-in-Charge

Under the leadership of J.
Lloyd Herrera, PE, President of
the firm, HCL brings together a
strong team of professionals with
transportation experience to provide

project management and support services to Adams County. Mr. Herrera is President of HCL and will serve as Principal-in-Charge for the Adams County Justice Center Service Road Extension Project. His areas of specialty include streets, roadways, airport facilities, storm drainage, site development, sanitary sewer and water distribution systems, pavement design, and flood plain hydrology. His expertise includes project management, contract oversight, and construction administration. He has provided project management, design support, and master planning for land development and capital improvement projects throughout the Colorado Front Range.

Julian Sisneros, PLS Surveying Lead

Julian has a diverse survey
background that includes Public
Land Survey System (PLSS),
boundary surveys, route surveys,

topographic surveys, American Land Title Association (ALTA) surveys, static control surveys, aerial photo control surveys, utility as-built collection, Improvement Location Certificate (ILC) surveys, and CDOT Standards, which include right-of-way plan preparation, TMOSS field collection, office processing, and 3D laser scanning techniques. Julian has extensive field and office experience and is proficient with office and field calculations. He has processed and interpreted extensive topographic field data and created quality



A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

deliverables. GPS RTK and static field and office processes and procedures are specialties of Julian's, as is solving boundary discrepancies and writing legal descriptions.

We do not anticipate any need for structural engineering services at this time. However, should structural services be required, we provide complete structural engineering services in-house. A resume for Jason Dahnke, PE, is included in Section 10.

f. There are no substantiated complaints against HCL in the last 3 years nor any outstanding litigation.

FEE PROPOSAL



A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

9. FEE SCHEDULE

As requested, the fee schedule is included in a separate, sealed envelope. We have no clarifications to our fee proposal.

REQUIRED DOCUMENTS



10. REQUIRED DOCUMENTATION

10.1 Certificate of Limited Liability Company

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

HCL ENGINEERING AND SURVEYING, LLC

1S 8

Limited Liability Company

formed or registered on 01/11/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991005120.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/14/2018 that have been posted, and by documents delivered to this office electronically through 02/15/2018 @ 09:13:02.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/15/2018 @ 09:13:02 in accordance with applicable law. This certificate is assigned Confirmation Number 10722869



Mayran Williams

Secretary of State of the State of Colorado

************End of Certificate******************************

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



10.2 Five Recent Comparable Projects

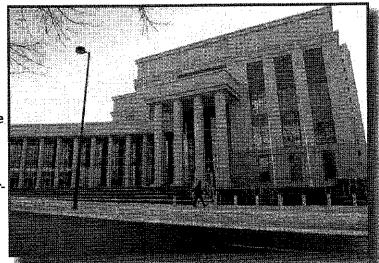
1. Ralph L. Carr Judicial Center

Ralph L. Carr Colorado Judicial Center's 12-story, 495,000 square foot office tower, which is adjoined by a 200,000 square foot, four-story courthouse building

This project was completed in 2013 and accommodate the consolidation of seven judicial and legal agencies from 10 different locations, including Colorado's State Supreme Court and Court of Appeals, the State Court Administrator, the Attorney General's Office, and several other judicial-related state offices and agencies.

HCL provided civil engineering services for this signature project. Design services consisted of upgrading

the adjacent street frontage along Broadway, Lincoln, 13th Avenue and 14th Avenue, demolition of the existing court house and Colorado History Museum and full time construction observation of the storm sewer improvements and wastewater systems.



2. East Quad High School (Regis Groff Campus), Denver Public Schools

This multi-phased project started with HCL evaluating and providing feasibility studies of two sites for this new school. HCL provided order of magnitude cost estimates to help determine the best location for this new school. HCL worked with DPS planning staff and acquisition staff to evaluate infrastructure requirements for each site. Once the site was selected, HCL working with DPS and the State Board of Land Commissioners to master plan and design the roadways and utility infrastructure required to serve the site. While under design, DPS selected the design build team of Swinerton Builders and Eidos Architecture to design and build the phase one of the Regis Groff Campus project.

Phase 1 of the project was completed in December of 2015, utilizing the Design+Build delivery method, which allowed the Design Team to condense the design and construction of this project from a typical 2 ½ years down to 18 months. The design team delivering this design-build project includes Eidos Architects, McGlammery Engineering Group, MKK

Engineering, HCL Engineering & Surveying, LEI Companies, and AMI Mechanical



In addition to the site civil work, HCL provided construction documents for the off-site infrastructure (roads, drainage, water sanitary sewer and signing/striping) working with the State Board of Land Commissioners and DPS. The project was designed in accordance with the City and County of Denver Wastewater Management Division regulations, Urban Drainage and Flood Control District, Denver Traffic Engineering and Denver Water specifications. The second phase of the project was completed August 2017.



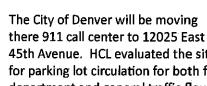
3. 9th and Kalamath Townhome Project

A 34-unit townhome project in the heart of the Art District in downtown Denver. This project was in infill site where HCL provided site design services including creating an innovated approach to addressing storm water and water quality. HCL used a porous landscape paver system to filter, store and discharge storm water from the site while providing an elegant look to the drive entrance to the units.



4. Bruce Randolph, Barrett Elementary & Whittier K-8, Parking Lot Improvements, Denver Public Schools

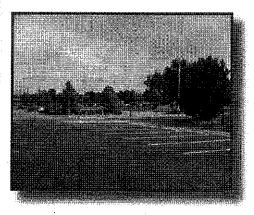
The project involved expanding the parking capacity at Bruce Randolph. HCL provided surveying, planning, design and construction management for this project. Project was design and permitting on time and construction significantly under DPS budget. In addition, HCL provided construction documents for the parking lot rehabilitation for Barrett and Whittier Elementary schools.

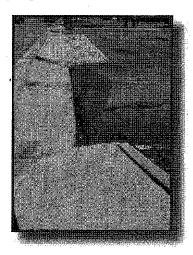


Denver

45th Avenue. HCL evaluated the site for parking lot circulation for both fire department and general traffic flow and compliance of ADA access paths, ramps, and on-site connectivity. The photo shows that the perimeter sidewalks are not in compliance with ADA regulations. As a result, HCL provide Transportation Engineering Plans to bring the site into compliance. It is anticipated construction will begin in the spring of 2018.

5. 911 Call Center, City of





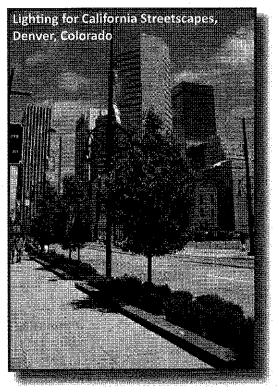
"I have worked with HCL for over a year now and, as a commercial property manager, who has all kinds of engineering and surveying needs for my clients, I am THRILLED to work with Lloyd and his team at HCL! They are professional and clearly know what they are doing! I have worked with a number of surveying and engineering firms in my nearly 25 year career in the industry and HCL is among the best! I would HIGHLY recommend them to anyone needing their services!"

Tiffany Jackson, CEO Compass Management



10.3 List of Proposed Subconsultants

HCL will be using Corey Electrical Engineering, Inc. (Corey) to assist us with lighting for the Adams County Justice Center Service Road Extension Project. HCL has worked with Corey on several projects, including Denver Fire Station 35, Denver International Airport Temporary Hold Gates, and Denver International Airport North Campus. Our key personnel (Kim Martin) has worked with Thom Evert on multiple projects. We have also worked with Steven Stretch on Denver International Airport Hotel and Transit Center.



Their current staff includes 15 professionals. Combining a broad range of skills, their capabilities provide a diverse range of electrical, lighting and design engineering services for Adams County, CDOT, APS, DPS, JCoPS and other local school districts; RTD, CDOT, DEN, the City of Denver and the City of Aurora. Their services focus on utility infrastructure, municipal, library, government, technical, commercial buildings and transportation projects.

Corey has three Colorado licensed electrical professional engineers and two EIT project engineers available to oversee all aspects of electrical design for their project teams. Currently, they have two LEED certified professionals and one CLEP (Certified Lighting Efficiency Professional) on their staff. They are a skilled team and excel when working alongside architects, engineers, developers, owners, contractors, and building management teams for sustainable buildings and LEED-certified projects.

Corey integrates BIM and REVIT MEP software into their designs. They are invested in the future for three-dimensional modeling and coordination capabilities. They also have full "in-house" AutoCAD capability.

Corey is a certified DBE through the State of Colorado and a certified SBE and M/WBE through the City and County of Denver. Corey has been recognized by Colorado Biz Magazine as one of the 2017 Top 100 Woman-Owned Businesses in Colorado for the last consecutive five years.

Corey Electrical Engineering, Inc.

Corey is a unique, M/WBE certified, single-discipline, electrical engineering design firm. The focus of their work is power, lighting, and electrical construction document design for commercial buildings and transportation projects.



Thom Evert, Project Electrical Engineer

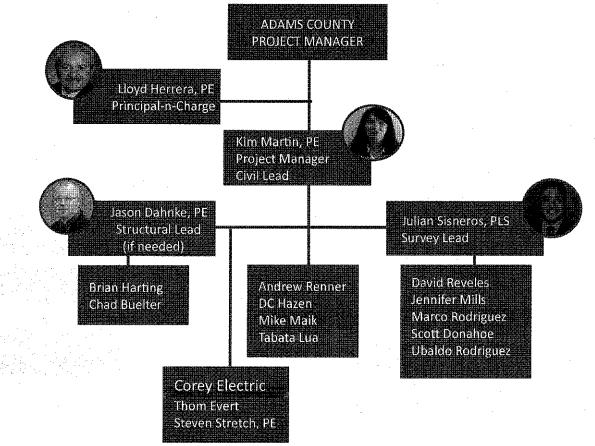
Thom Evert is one of Corey's lead Project Electrical Engineers. Thom is efficient and ready to address any issue that comes to the forefront on any of his engineering design projects. Thom is project oriented,

committed to detail and to provides the best electrical construction documentation possible for any and all of his projects. He is a good communicator and adept at NEC code review, the IECC and LEED design projects. Thom has solid work experience and field experience with CDOT, Jeff CO, DPS, LPS, City and County of Denver, and City of Thornton projects. He is very familiar with all aspects of electrical systems including power distribution systems, lighting and communication systems coordination, lightning protection grounding, standby power, computer rooms and UPS systems and emergency power and lighting. Thom is one of our key personnel for exterior and highway lighting design projects.

Steven Stretch, PE, Sr. Electrical Engineer, QA-QC

Steven Stretch is the Senior Electrical Engineer at Corey Electrical Engineering, Inc. With over 42 years of experience in the lighting and power industry, Steven will edirectly involved with project design and

be directly involved with project design and quality control. Steven is a 'hands on' engineer and takes full responsibility for many of the project design decisions and quality controls that go into daily project team management and their client's projects. Some of Steven's strong electrical design assets are industrial, aviation, commercial power and lighting systems up to medium voltage (13kV), large scale multiplexed communication and control projects exceeding 70 PLCs and 10,000 points, engineering management, mentoring, planning, scheduling and motivation of project engineers. Steven has worked on numerous CDOT, DPS, JeffCO, JCSD, DEN and RTD Projects and is familiar with regulations, standards, policies, procedures and codes.





- REGISTRATIONS

CO #31293 MD #44455 NE E-14892 NCEES Record 47434

J. LLOYD HERRERA, PE

PRINCIPAL-IN-CHARGE

BIOGRAPHY

Mr. Herrera is President of HCL Engineering & Surveying, LLC and is primarily responsible for business development, marketing, contract negotiations, and operations for the firm. His areas of specialty include streets, roadways, airport facilities, storm drainage, site development, sanitary sewer and water distribution systems, pavement design, and flood plain hydrology. His expertise includes project management, contract oversight, and construction administration. He has provided project management, design support, and master planning for land development and capital improvement projects throughout the Colorado Front Range.

EDUCATION

Bachelor of Science - Civil Engineering, Metro State University of Denver

RELEVANT PROJECT EXPERIENCE:

Northeast Quad, Denver Public Schools, Denver, CO

Project Manager responsible for master planning and design services for utility and roadway infrastructure for a new high school. The property consisted of 92 acres of undeveloped property owned by the State Land Board. Roadways involved Telluride, Yampa, 49th Avenue and 51st Avenue. Roadways were designed to meet the City and County of Denver design criteria.

Regus Groff High School Campus, Denver Public Schools, Denver, CO

Project Manager responsible for the civil engineering design for the new Regus Groff High School. Project involved site development, including parking, playground, multipurpose ball fields and construction oversight of the utility Infrastructure. Entitlements involved plan approval of the water distribution system from the Denver Water Department/Denver Fire Department, Storm Water Management and Transportation Engineering through the City of Denver, and storm sewer discharge through the Urban Drainage and Flood Control District.

Alameda Station, Denver, CO

Principal-in-Charge of providing transportation engineering plan (TEP), storm drainage design, water distribution design, sanitary sewer design, site grading, and erosion control. In addition to civil services, HCL provided structural and survey to help in the redevelopment of the old RTD 8-acre Bus Barn facility located at I-25 & Alameda. The site is being designed as a Transit Oriented Development providing retail, commercial, and residential housing to the surrounding community while promoting use of RTD's transit system by providing a connection to their Alameda Light Rail Station by means of a pedestrian bridge over the Consolidated Mainline tracks. HCL is also working with the City and County of Denver, the Denver Housing Authority, and RTD to promote affordable housing within the site.

Meridian International Business Center, Douglas County, CO

Principal in Charge of the initial master plan and scoping for infrastructure improvements to facilitate development for approximately 232 acres in the Meridian International Business Center. This project was followed by the actual design, plan preparation, specifications and construction documents for all of the required infrastructure elements, including 4,200 linear feet of three-lane roadway, storm drainage, potable water distribution, sanitary sewer/lift station, Data Acquisition System, irrigation mains and raw water rerouting. Provided construction observation and contract management services.



REGISTRATIONS

CO#: 40270 NCEES Cert ID: 17-891-43

KIM MARTIN, PE

PROJECT MANAGER / CIVIL LEAD

BIOGRAPHY

Kim Martin, P.E., will serve as Project Manager and will oversee the scope of services under this contract. Ms. Martin is a registered professional engineer with a license in Colorado. Kim has more than 25 years of experience in the civil engineering and surveying fields. She worked as surveyor for the Geodetic Survey Squadron/Defense Mapping Agency for the U.S. Air Force as well as performed lot and boundary surveys for civilian land surveying companies. She has more than 15 years of civil engineering and design experience. Her projects include single-family, multi-family, commercial sites, state and county highway projects, and industrial power plants.

EDUCATION

Bachelor of Science - Civil Engineering Technology, Southern Polytechnic State University, Marietta, Georgia

Associates in Applied Science in Geodetic Surveying, Community College of the Air Force, USA

RELEVANT PROJECT EXPERIENCE

Hilltop Bus Terminal, Denver Public Schools, Denver, CO

Project Manager responsible for civil engineering design at the bus parking facility owned by Denver Public Schools. The Federal Boulevard Reconstruction Project which plans to widen the existing Right-of-Way by 20 feet east at that location, will impact the west side of the site. An existing sanitary lift station which was located in the future reconstruction area needed to be relocated 20 feet northeast in the existing parking area. HCL provided Sanitary Sewer Plans and a Technical Narrative in coordination with Denver Public Schools and the City and County of Denver Public Works Department.

Marey Middle School, Denver Public Schools, Denver, CO

Provided quality control for project which included Transportation Engineering Plan (TEP), Site Improvement Plans, and Denver Water District (DWD) fire hydrant relocation and domestic water service improvement plans, for the Morey Middle School project. The TEP included right of way improvements (ROW) at the northeast, northwest, southeast, and southwest corners of the site as well as addressing ADA accessibility issues at the eastern site driveways. ROW improvements included ADA compliant curb access and sidewalk ramps per City and County of Denver (CCD) standard details. The fire hydrant relocation plans and DWD domestic service plans were both designed to DWD standard details using DWD CAD standards.

Boulevard One, Lowry Redevelopment Authority, Denver, CO

Project Engineer involved in the vertical design of roadways, earthworks balancing, interior lot grading, and design ties to existing local roads. She also was responsible for production of storm and sanitary design, waterline design, plan and profile drawings, and detention pond design. This project is the redevelopment of a 70-acre portion of the former Lowry Air Force Base into residential neighborhoods and commercial development.

University/Josephine Street Reconstruction & Cherry Creek Drainage Improvements, Denver, CO

Project Engineer involved in the production of storm and sanitary design, plan and profile drawings, detention pond design, utility demolition plans, erosion control plans, detail sheets, intersection grading and quality control for the reconstruction of University & Josephine, from south of 1st Avenue to 6th Avenue. The project replaces the current asphalt section with concrete pavement and replaces substandard handlcap ramps and damaged curb and gutter, sidewalk, inlets. A second component is the installation of the N. University Outfall which intercepts runoff from the five-year event north of the Cherry Creek North Business District and conveys the flow to Cherry Creek along the University Boulevard improvements,



REGISTRATIONS

Colorado No. 38355

JULIAN SISNEROS, PLS

DIRECTOR OF SURVEYING AND MAPPING

BIOGRAPHY

Julian has a diverse survey background that includes Public Land Survey System (PLSS) Boundary surveys, Route surveys, Topographic surveys, American Land Title Association (ALTA) Surveys, Static Control surveys, Aerial Photo Control Surveys, utility as-built collection, Improvement Location Certificate (ILC) surveys, CDOT Standards which include TMOSS field collection and office processing, 3D Laser Scanning techniques. Julian has extensive field and office experience and is proficient with office and field calculations. Julian is experienced processing and interpreting extensive topographic field data and creating quality deliverables. Julian is also experienced in GPS RTK and Static field and office processes and procedures. Julian is also proficient in solving boundary discrepancies and writing legal descriptions.

EDUCATION

B.S., Surveying & Mapping, Metropolitan State University of Denver

RELEVANT PROJECT EXPERIENCE

City and County of Denver, South Broadway Reconstruction Project, Arizona Avenue to Iowa Avenue, Denver, CO; Party Chief. Providing comprehensive design services for reconstruction of a four-block section of the South Broadway corridor in Denver. The project consists of reconstructing the entire street section in concrete pavement. Minor widening (5 to 7 feet) is required on either side of the existing curb lines to construct a 10-foot raised median in the center. The project involves major drainage improvements, including construction of a new large storm sewer (48 to 72 inches), which will tie into a major drainage outfall in Florida Avenue. Responsible for setting up the control network and the design survey and utility as-builts along the stretch of reconstruction.

Interstate 70 at Kipling Parkway, Project Manager. CDOT determined that the area is in need of a re-alignment and bridge replacement. Julian was tasked with mapping the existing conditions for future design work. Conducted a mobile 3D Laser Scan of the interstate and Kipling as the method of collecting topographic survey and used traditional survey techniques to supplement the mapping. Performed an extensive field search of property pins and aliquot corners for the development of preliminary Right of Way Plans. Duties include: developing client relations and meeting client expectations regarding the technical specification required by CDOT R1; maintaining quality control while overseeing the establishment of GPS survey control along the project for conventional and 3D Laser Scanning mapping of the highway and adjacent roadways, coordination with utility agencies for underground utility as-builts. Duties also included oversight of field and office personnel in property and ROW survey for ROW plan creation.

Arapahoe County, Iliff Avenue, Parker Road – Quebec Street, Design Survey, CO, Project Manager. Julian was tasked with mapping the existing conditions of liff Avenue and arterial roadways along the corridor for future design work. Conducted a mobile 3D Laser Scan of the corridor as the method of collecting topographic survey and used traditional survey techniques to supplement the mapping. We also conducted an extensive field search of property plns and aliquot corners for the development of Right of Way Plans. Duties Include: developing client relations and meeting client expectations regarding the technical specification required by Boulder County and CDOT R1; and maintaining quality control.



JASON T. DAHNKE, PE

DIRECTOR OF STRUCTURAL ENGINEERING

BIOGRAPHY

Mr. Dahnke brings 19+ years of extensive experience in the analysis, design and evaluation of structural engineering projects in the building, civil and transportation sector, as well as supervision of their construction services. Structure types include bridges, retaining walls, underpasses, culverts, residential, commercial, industrial and water/wastewater treatment facilities. He also performs assessments, renovations and modifications of existing bridges, buildings and other structures. His experience with the many different governing building and design codes brings depth of knowledge and innovative solutions to his projects. Mr. Dahnke is experienced in project management, construction administration and design review. In addition, his responsibilities include client relations, contract scheduling and code compliance.

EDUCATION

Master of Science – Civil Engineering (Structural Emphasis), University of Kansas Bachelor of Science – Civil Engineering, University of Kansas

REGISTRATIONS

- P.E. California (#75161)
- P.E. Colorado (#39483)
- P.E. Kentucky (#22823)
- P.E. Texas (#124586)

RELEVANT PROJECT EXPERIENCE

Denver Fire Station 35 – Denver, CO Project engineer for the structural design and construction administration of a new two-story 18,000SF. \$7M fire station near the Denver International Airport. The new fire station building included fire fighter bunks and living space on the first floor, a weight /training room and support staff offices on the second floor, a four story training tower and an adjacent column-free four bay apparatus bay for storage of fire trucks and equipment. The structure consisted of steel bar joist and structural steel framing, a cast-in-place (CIP) concrete structural slab-on-void for the office and living spaces due to high-expansive soils. The foundation structure included CIP concrete grade beams on concrete caissons. The apparatus bay consisted of a slab-on-grade with over-excavation to support the fire equipment loadings and minimize slab movement.

Denver Homeless Shelter Re-Roof and Renovation – Denver, CO Project manager for the evaluation of an existing warehouse roof structure comprised of open-web steel joists for the installation of new RTUs. Due to very little additional load capacity available in the existing roof structure, new joists were designed and detailed. Also provided design services for the addition of new bathroom facilities located within the existing building, enlargement of existing openings in the exterior twin tee wall panels and review of new perimeter parapet walls for the new roof membrane. Anticipated completion in 2018.

Denver 911 Communications Center Relocation – Denver, CO Project manager for the exterior structural engineering renovations for the relocation of Denver's 911 Communications Center to a new location. The existing building required modifications to bring the structure up to current design codes for an essential facility. Provided the design and coordination of new exterior elements including a new crash barrier wall at the main entrance, new generator and trash enclosures and review of proposed crash rated perimeter fencing as well as design of supports for all non-structural components within the existing building. Estimated project cost: \$12.8M. Anticipated completion in 2018.

Hadley Library Renovation – Denver, CO. Project manager for the structural renovations of an existing library. The structural renovations included the addition of a new elevator to provide direct access to the basement to expand the usable space within the library. The elevator frame was fabricated from Hollow Structural Steel sections and lowered into place through the new roof penetration. The new frame provides support to the existing first floor and roof members that were removed for installation. It bears on a new cast-in-place concrete foundation wall supported by a mat footing. The location of the new elevator posed unique challenges as the existing basement column spread footings required modifications to allow installation of the new elevator foundation. In addition, a new egress stairway was added to provide a second access location to the basement area. Provided engineering design and

5600 S. Quebec Street, Ste. 2058 • Greenwood Village, CO 80111 • 303.773.1605 • www.hclengineering.com

construction observation services for this project. Completed in February 2018.



10.4 Work Plan and Approach

During the mandatory pre-proposal, the group witnessed the fire department respond to a service request. The Brighton Fire Rescue apparatus pulled into the secured area. However, it took several maneuvers to turn the apparatus around. In addition to the fire access issue, the sheriff department maintains a bus in the secure area. Based on the limited space, we believe the bus encounters the same issues related to the egress in the secure area. Although not specifically addressed in the Request for Proposal, HCL has developed a solution to solve these issues while meeting all the objectives desired in the Request for Proposal. The key elements to the HCL concept plan are as follows:

- HCL has developed a preliminary layout for a deadend Fire Apparatus Access Turnaround utilizing a 120' Hammerhead.
- This Hammerhead Turnaround will allow buses to use the turnaround as well.
- The layout also provides for 11 standard parking spaces.
- The layout eliminates the need to relocate the existing light standard.
- By moving the existing bus parking curb south approximately 10 feet, this allows greater depth for parking larger buses and equipment.

120-FOOT HAMMERHEAD

The Request for Proposal also requires the connection of the east-west service drive to the east service drive. In addition, certain asphalt repairs have been identified in Addendum No. 2. HCL's approach to these repairs will be to meet with staff in the field to mark the areas prior to having our survey crews on site. This will allow HCL's survey crew to document the areas of repairs on the base mapping for use in the contraction documents. The CTL Thompson geotechnical report, dated June 6, 1995, will be used for establishing the pavement thickness for the access

proposed concrete pavement adjacent to the existing drive for the fire apparatus turnaround.

drive and parking areas. HCL recommends continuing the

We also understand the need to place owner-furnished

24" - 36" Boulders throughout the campus. These locations will be documented on the construction documents for the contractor to place.

HCL's approach involves listening and gathering information from stakeholders and the County. HCL



will then develop an approach that takes into consideration all aspects of the project. This requires a work plan that addresses both design, and construction sequence, taking into consideration security of the fenced area.

Our Project Manager, Kim Martin, will be the primary point of contact for the design team with County staff. It will be her responsibility to oversee all activities performed under the contract, regardless of which technical discipline(s) is/are involved. The project manager will be accountable for monitoring the quality, cost, and schedule for each assignment as well as coordinating all subconsultant work. Other responsibilities of the Project Manager will include:

- Identifying personnel, including possible subconsultants.
- Maintaining communication with the County and ensure quality and compliance throughout an assignment.
- Attending all meetings, accompanied by the appropriate personnel who can best convey pertinent project information, status, and issues.
- Monitoring the status of the overall contract.



A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

WORK PLAN METHODOLOGY

Project management services during design will include, but are not limited to, the following:

- 1. HCL receives notice of award.
- HCL will schedule a meeting with the County Project Manager to gain a common understanding of the project and walk the site with County staff to discuss the project and deliverables.
- 3. Research existing information and give initial summary of findings and offer ideas, options, or recommendations to the County on how to proceed.
- 4. Prepare, submit, and negotiate the scope and fee with the County.
- 5. Prepare a schedule and identify constraints and milestones with the County.
- 6. Initiate field activities, such as surveying and/or utility locating.
- 7. Perform concept plan and grading designs.
- 8. Complete internal QA/QC reviews.
- 9. Provide intermediate coordination review submittals to County and permitting agencies.
- 10. Make revisions and incorporate comments from agency review.
- 11. Prepare the final designs, plans, and specifications; provide bid evaluation assistance to the County.
- Provide construction administration and/or field inspections as deemed necessary by the County staff.
- 13. Provide construction project closeout and record drawings.

HCL will use the above project management processes and procedures emphasizing communication, documentation, and efficiency so that we can provide the County the best value for its design budget.



TABLE C DESIGN PAYEMENT ALTERNATIVES

	Traffic Classification	EDLA	Asphalt	Asphalt and Base Course	Consrete
Group	Automobile Parking	5	5"	3"+ 6"	5 °
1	Access Drives & Fire Lanes	30	7*	5"+7"	6"
Soils	Danube Street	50	8"	6"+6" Or 5"+9"	6*
	Bromley Lane	200	9.5"	7*+ 9*	7.5
Group 2 Solls	Automobile Parking Access Urives & Fire Lanes	5 30	5.5° 8.5°	3"+ 8" 6"+ 8"	5" 6"



10.5 Interpretation of Key Elements

Adams County, Colorado, is requesting proposals from qualified professional design firms (Civil & Utility) to provide design and construction documents for bidding for the service drive expansion located at Adams County Justice Center, 1100 Judicial Center Drive, Brighton, CO 80601.

HCL is interested in providing the professional services needed for this contract. We will provide experienced professionals to design the service drive to allow transporting passenger buses the ability to drop off and continue through the connection road to avoid turnaround within the existing drive. HCL will also explore the option to provide a turnaround within the service area for emergency vehicles.

The scope of HCL's services are as follows:

- HCL will provide investigation, research and documentation necessary to facilitate the service drive extension in general accordance with Adams County Facilities & Fleet standards.
- ii. HCL will provide Civil and Utility Engineering professional services for the successful completion of the project. HCL will work in a collaborative manner with the County staff and other Contractors or Vendors to develop a project that represents the goals of Adams County and maintain a design and budget within the established parameters.
- iii. HCL will provide professional services for the disciplines
 - o Site Civil Engineering Design
 - Structural Engineering Details
 - o Electrical Engineering Design
 - Project Administration (Cost Estimating, Project Scheduling, etc.)
- iv. HCL will provide services that meet the County's performance requirements/acceptance criteria for Contract Documents.
- v. HCL will develop the full scope construction documents including drawings and technical specifica-

- tions for bidding and construction. The design will define the service road extension complete with restoring the site according to code requirements.
- vi. HCL will design the project to incorporate the technical engineering activities which take a project programming statement and develop it through contract documents and permitting. Phases will include Conceptual Design (approx. 35% complete) and Construction Documents.
- vii. HCL will conduct review with the Owner, at a minimum of each milestone phase, perform a "pageturn" and allow a reasonable time (approximately 1 week) for review and response. Each item identified will be responded to by HCL and the team in writing.
- viii. HCL will provide, at each stage of design, a detailed Opinion of Probable Cost, broken down into major trades or work scopes.
- ix. HCL will provide consulting activities to prepare and issue documents for bidding, assist the County in the bidding process including attending the pre-bid meeting and walk-through's, review and respond to RFI's, issue addenda, attend and record bid information, assist in evaluation of bids or proposals, and make recommendations for award.
- x. HCL will provide Construction Administration Services including those technical architectural/ engineering activities to conduct pre-construction meetings, attend progress and construction meetings (OAC), review of submittals (shop drawings, cut sheets, proposed product substitutions, etc.), review general contractor and sub-contractor bids, review change orders, respond to field inquiries, RFIs, complete and submit as-built documents, coordinate project close-out, provide construction observation and documentation, and review/negotiation of proposed modifications.
- xi. HCL will Closeout the Project including review of closeout documentation from contractor(s), check warranties, guarantees, and service contracts, review/approval of O&M manuals and as-builts, punchlist, facility acceptance/rejection, commissioning of major systems (pre-functional and functional testing, TAB, review of test and inspection



A/E Design Services for Adams County Justice Center Service Road Extension RFP-BB-2018.208

reports, etc.), and post occupancy services (1-yr. warranty inspection, user survey(s), etc.).

- xii. HCL will use the original soil report dated 1996 by CTL Thompson, Inc.
- xiii. HCL has included the following in the design of the project:
 - o Grading and drainage
 - o Relocate fencing and curbs
 - o Additional parking area
 - New road extension to connect and tie in with existing road
 - o Dumpster pad
 - o Relocating of existing parking lot lighting
 - o Additional lighting at the new road
 - o Power for bus heater

xiv. HCL will adhere to the following schedule.

Design Kick-off: Week of March 30, 2018

Design Concept Complete: April 23, 2018

Review of Concepts: April 30, 2018

Construction Documents

Complete: May 15, 2018

Release for Bidding: Week of May 22, 2018

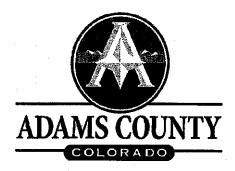
GC Bids Due: Week of June 12, 2018
Anticipated Award: Week of June 19, 2018

Time of particular transfer in the control of the c

Construction Period: June 26, 2018 to August 3, 2018

FORMS

FORMS



REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

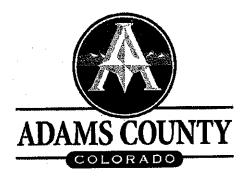
Adams County Government Center Purchasing Division C4000A 4430 South Adams County Parkway Brighton, CO 80601

ATTN: Bethany Bonasera Contract Specialist III RFP-BB-2018.208 Hand Deliveries accepted:

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

> ATTN: Bethany Bonasera Contract Specialist III RFP-BB-2018.208

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	YES	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Fo	YES rm?	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	YES	NO
Requirements met and response included? Certificate of Incorporation or other formal documentation Meeting the requirement of years in business	YES	NO
May any other governmental entity avail itself of this Agreement a purchase any and all items specified?	and YES	NO
Have all the addendums been acknowledged and enclosed?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	YES	NO
ls pricing form enclosed in a separate sealed envelope?	YES	NO



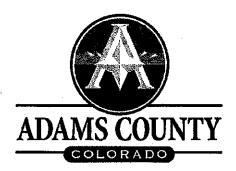
REQUEST FOR PROPOSAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

HCL Engineering & Surveying		***************************************			
Contractor Name					
	•				
pe					
J. Lloyd Herrera, PE					
Printed or Typed Name				-	
Musal Herry					
Signature					
President					
Title					
3/6/2018					<u></u>
Date					

dhs.com\employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

Note: Registration for the E-Verify Program can be completed at: https://www.vis-



REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

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

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

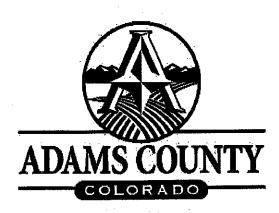
The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendum 1, Addendum 2	, and Addendum 3
HCL Engineering & Surveying	3/6/2018
Contractor/Name	Date
Wand Deine	J. Lloyd Herrera, PE
Signature / /	Printed Name
President	
Title	
5600 S. Quebec St., #205B	
Address	
Greenwood Village, CO 80111	Arapahoe County
City, State, Zip Code	County
303-773-1605	303-773-3297
Telephone	Fax
jferrera@hclengineering.com	
Email	

Design and Construction Standards

Adams CountyFacility Operations Department





REQUEST FOR PROPOSAL ADDENDUM 2

RFP Issue Date:

February 15, 2018

RFP Number:

RFP-BB-2018,208

RFP Title:

A/E DESIGN SERVICES FOR ADAMS COUNTY

JUSTICE CENTER SERVICE ROAD

EXTENTION

Pre-Proposal Meeting:

MANDATORY - FEBRUARY 20TH 3:00 PM MT

1100 Judicial Center Drive Brighton, Colorado 80601

RFP Questions Due:

February 23, 2018

Proposal will be received until:

March 6, 2018 2:00pm

4430 South Adams County Parkway, Front Lobby

Brighton, CO 80601

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

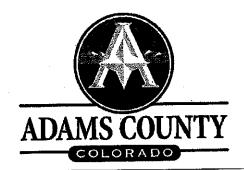
For additional information please contact:

Bethany Bonasera, Contract Specialist III

720-523-6056

Email Address:

bbonasera@adcogov.org



REQUEST FOR PROPOSAL ADDENDUM 3

RFP Issue Date:

February 15, 2018

RFP Number:

RFP-BB-2018.208

RFP Title:

A/E DESIGN SERVICES FOR ADAMS COUNTY

JUSTICE CENTER SERVICE ROAD

EXTENTION

Pre-Proposal Meeting:

MANDATORY - FEBRUARY 20TH 3:00 PM MT

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Brighton, CO 80601

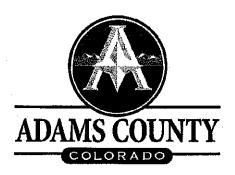
Goods or services to be delivered to or performed at: Adams County Justice Center

For additional information please contact:

Bethany Bonasera, Contract Specialist III

720-523-6056

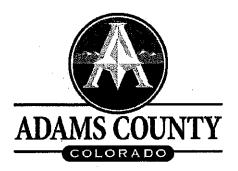
Email Address: bbonasera@adcogov.org



REFERENCE FORM

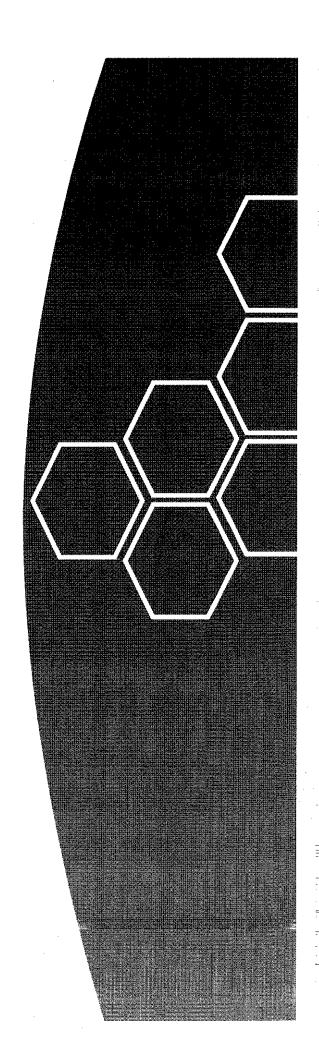
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name	Denver Public Schools		
Address	1617 South Acoma Street		
Reference Name	Edward Huszcza		
Reference Email Address	edward_huszcza@dpsk-12.org		
Telephone Number cell 720-312-9640			
Project Name	East Quad - Regus Groff High School		
Value \$325,000			
Company Name	Witkin Custom Homes		
Address	1498 King Avenue, Boulder, CO 80302		
Reference Name	Howard Witkin		
Reference Email Address	Reference Email Address hwitkin@comcast.net		
Telephone Number	303-789-4950		
Project Name	9th and Kalamath Rowhomes		
Value	\$ 78,800		
Company Name	Brannan Sand & Gravel Co.		
Address	Address 2500 East Brannan Way, Denver, CO 80229		
Reference Name	ne Jeff Briar		
Reference Email Address	jbriar@brannan1.com		
Telephone Number	cell 720-240-6571		
Project Name	Rocky Mountain Metropolitan Airport		
Value	\$ 197,800		
Doc #4725870v3	Page 23 of 34	RFP-BB-2018.208	



REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM

Request for Proposal # RFP-BB-2018.208	-
l, on behalf of the Contractor identified below, hereby certify that I have read a copy sample Agreement attached to the RFP and understand the terms and provisions contained that Agreement. I further hereby certify that it is the Contractor's intent to comply with easyery term and provision contained in the sample Agreement and propose no modification the sample Agreement except as follows:	ined in ch and
1) n/a	
2)	n
3)	-
understand that the modification stated above, if any, are offered for discussion purpose and that Adams County reserves the right to accept, reject or further negotiate any proposed modification to the sample Agreement.	
HCL Engineering & Surveying	
Contractor Name	
Authorized Signature	• .
J. Lloyd Herrera, PE	-
Printed Name	
President	
Title Title	
3/6/2018	
Data	



HCL ENGINEERING & SURVEYING 5600 S. QUEBEC ST., SUITE 205B GREENWOOD VILLAGE, CO 80111 PH: 303-773-1605 HCLENGINEERING.COM

- payment for those services, the sum of sixty-six thousand seven hundred seventy-two dollars and zero cents (\$66,772.00).
- 3.4. 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 that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- 4. <u>INDEPENDENT CONTRACTOR:</u> 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 law. 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.

5. NONDISCRIMINATION:

- 5.1. 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. Adams County is an equal opportunity employer.
- 5.1.1. 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.
- 6. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees 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, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

- 7. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:
 - 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

7.1.1. Each Occurrence:

\$1,000,000

7.1.2. General Aggregate:

\$2,000,000

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

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

7.2.2. Personal Injury Protection:

Per Colorado Statutes

7.3. Workers' Compensation Insurance:

Per Colorado Statutes

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

7.4.1. Each Occurrence:

\$1,000,000

- 7.4.2. This insurance requirement applies only to the 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.
- 7.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 7.5.1. 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.
- 7.5.2. The insurance companies issuing the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy or policies shall have no additional and the policy of policies shall have no additional and the policy of policies shall have no additional and the policy of policies shall have no additional and the policy of policies shall have no additional and the policy of policies shall have no additional and the policy of policies shall have no additional and the policy of policies shall have no additional and the policy of the pol recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- with the argument **7.5.3.Any and all deductibles contained in any insurance policy shall be** and all assumed by and at the sole risk of the Contractor.
 - 7.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to

furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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

8. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

9. WARRANTY:

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

10. TERMINATION:

10.1 For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, 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.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. <u>Jurisdiction and Venue:</u> The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County. Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. 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.
- 11.5. Assignability: Neither this Agreement; nor any rights hereunder, in whole or increased a part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
 - 11.6. 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.

- 11.7. 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.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
 - 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
 - Immediately upon hand delivery; or
 - 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facilities and Fleet Management

Contact: Cat Townsend

Address: 4430 S Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6304

E-mail: Ctownsend@adcogov.org

Department: Adams County Purchasing

Contact: Bethany Bonasera

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6056

E-mail: bbonasera@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: Winner123

Contact: J. Lloyd Herrera, PE

Address: 5600 S. Quebec Street: Suite 205B

City, State, Zip: Greenwood Village, Colorado 80111

Phone: 303-773-3297 303-773-1605 E-mail: iherrera@hclengineering.com

- 11.9.<u>Integration of Understanding:</u> 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.
- 11.10. 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.
- 11.11. <u>Authorization:</u> 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.
- 11.12. 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.

12, AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 12.1. Amendments or Change Orders: 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 the Amendment or Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 13.1. 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.
 - 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. If the 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 (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. 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).
- 13.8. If Contractor violates this Section, 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.

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IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto: **Adams County Manager** 6.28.18 Date **HCL Engineering and Surveying** May 8, 2018 Date President Jasper L. Herrera Printed Name Title Attest: Stan Martin, Clerk and Recorder Approved as to Form: Adams County Attorney's Office NOTARIZATION OF CONTRACTOR'S SIGNATURE: COUNTY OF ARADANTO STATE OF ISS. Signed and sworn to before me this $\underline{\mathcal{S}}$ Expires June 19, 2019 My commission expires on:

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.

HCL Engineering & Surveying, LLC	May 8, 2018
Company Name	Date
Signature Aleum	
Jasper L. Herrera	
Name (Print or Type)	**
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

CONTRACTOR: