

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR DESIGN PROFESSIONAL SERVICES FOR THE SEWAGE LAGOON
DECOMMISSION AT THE ADAMS COUNTY REGIONAL PARK**

THIS AGREEMENT ("Agreement") is made this 10 day of JULY 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 Wright Water Engineers, Inc., located at 2490 West 26th Avenue, Denver, Colorado 80211 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 2018.420 and the Contractor's response to the RFP 2018.420 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. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of 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. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall through June 30, 2019.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: seventy-two thousand seven hundred and ninety-three dollars (\$72,793.00).

4.1. 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.

5. **INDEPENDENT CONTRACTOR:** 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.

6. **NONDISCRIMINATION:**

6.1. **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.**

- 6.1.1. 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.

7. **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.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

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

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

- 8.3. Workers' Compensation Insurance: Per Colorado Statutes

- 8.4. 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.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. 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.

- 8.5. 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:

8.5.1. 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.

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

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

- 8.6. 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.

8.7. **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.

8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. 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.

10. WARRANTY:

10.1. 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.

11. TERMINATION:

11.1. **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.

11.2. **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.

12. MUTUAL UNDERSTANDINGS:

12.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. **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).

12.3. **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.

12.4. **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.

12.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. **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.

12.7. **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.

12.8. **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;

2) 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 Facility and Fleet Operations
Contact: Cat Townsend
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6304
E-mail: ctownsend@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6049
E-mail: jtierney@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: Wright Water Engineers, Inc.
Contact: Wayne Lorenz P.E.
Address: 2490 West 26th Avenue
City, State, Zip: Denver, Colorado 80211
Phone: 303.480.1700
E-mail: wlorenz@wrightwater.com

12.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. **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.

- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. 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.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. 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.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.

- 14.5. 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.
- 14.6. 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.
- 14.7. 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).
- 14.8. 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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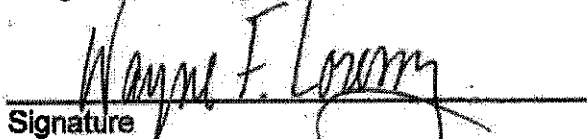
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County Colorado
County Manager


Raymond H. Gonzales

10 July 2018
Date

Wright Water Engineers, Inc.


Signature

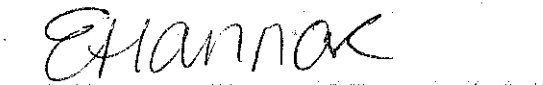
JULY 6, 2018
Date

WAYNE F. LORENZ
Printed Name

CHIEF ENGINEER
Title

Attest:

Stan Martin, Clerk and Recorder


Deputy Clerk

Approved as to Form:


Adams County Attorney's Office


NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver

STATE OF Colorado)SS.

Signed and sworn to before me this 6 day of July, 2018,

by Wayne Lorenz


Notary Public

PATRICIA ANN PINSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134016118
MY COMMISSION EXPIRES 03/11/2021

My commission expires on: 3/11/21

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

WRIGHT WATER ENGINEERS, INC. JULY 6, 2018
Company Name Date

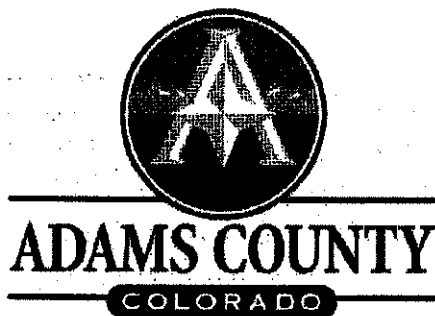
Wayne F. Lorenz
Signature

WAYNE F. LORENZ
Name (Print or Type)

CHIEF ENGINEER
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



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

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: April 4, 2018

RFP Number: RFP-JTH-2018.420

RFP Title: **A/E DESIGN SERVICES FOR SEWAGE LAGOON
DECOMMISSION AT ADAMS COUNTY REGIONAL PARK**

Pre-Proposal Meeting: **MANDATORY 1:00 PM April 12, 2018**
Riverdale Golf Course-Banquet Room
13300 Riverdale Rd. Henderson, Colorado 80601

RFP Questions Due: April 17, 2018

Proposal will be received until: April 25, 2018 2:00 PM MT, Our Clock
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Regional Park

For additional information please contact: Jen Tierney Hammer, Lead Contract Specialist
720-523-6049

Email Address: jtierney@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
- Attachment C – 1985 Drawings for Water & Sewer Facilities
by Ayres Associates
- Attachment D – 2013 Drawings for ACRP Force Main
System Lift System by HDR



ADAMS COUNTY
COLORADO

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

Hand Deliveries accepted:

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

ATTN: Jennifer Tierney Hammer
Lead Contract Specialist
RFP-JTH-2018.420

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 SEWAGE LAGOON DECOMMISSION.**

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

4.2. 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.

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

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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. PRE-PROPOSAL MEETING AND WALK-THROUGH IS MANDATORY:

5.1. A mandatory pre-proposal meeting will be held on **April 12, 2018 1:00 PM** at the Riverdale Golf Course, 13300 Riverdale Road Henderson, CO 80601, to discuss the Scope of Work. A representative of the Contractor must attend this mandatory conference to qualify to respond to this Agreement.

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

5.3. 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. Professionalism: Including proposal's appearance, presentation, completeness, accuracy, following instructions and responsiveness.

6.2. Understanding of the Project: 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. **Similar Project Experience:** Including experience of other project's size, cost, quality, schedule, delivery method and approach.

6.5. **General Items:** Include clarifications, exclusions or exceptions with the contract terms or miscellaneous items not included.

6.6. 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.

6.7. 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.

6.8. 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 Jennifer Tierney Hammer, Lead Contract Specialist, Purchasing Division, Adams County, jtierney@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
COLORADO

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 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.

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.
- 12. 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: **ADAMS COUNTY, COLORADO SEWAGE LAGOON DECOMMISSION.** And RFP JTH 2018.420.
- 8.3. 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 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.



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 Engineering/Design firms to provide engineering and design, from site investigation through construction documents, inclusive of administration through closeout for bidding for The Regional Park Sewer Lagoon Decommissioning Project.

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
 - Pre-bid job site investigation and analysis (one page)
 - 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. Include your firms experience with projects of similar scope that were permitted / coordinated through the Colorado Department of Public Health and Environment (CPHE)
 - 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 sequence of completing the project, while meeting required parameters of scope, schedule, cost and quality.
 - Describe your interpretation of key elements to the project.
 - Provide a proposed schedule for preparing the work from contract acceptance to bidding and project completion.

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 THREE (3) 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.
2. Label cover of Original submittal
3. Submit proposal in a tab format
4. Table of Contents – Include a clear identification of the material by section and by page number. , i.e. Mandatory Requirements section, etc.
5. 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.
6. Profile of the Firm – 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.
7. Provide a proposed schedule with relevant details that accounts for design timeline through construction and closeout.
8. Provide documentation that satisfies the Required Document requests.
9. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

Background:

The Regional Park's existing sewage lagoon system located north of the park and consist of 3-clay lined sections connected by gravity flow pipes installed early 1980's consists of floating aerators in each section. The approximate storage volume of the three ponds assumes to store over 8 acre-feet based on topography shown herein.

Recently Metro Wastewater Reclamation District completed the South Platt Interceptor for regional wastewater flows to the new Northern Treatment Plant in Brighton, Colorado. It is Adams County's intent to eliminate the sewage lagoon system and switch to the newly constructed force main to Metro's South Platt Interceptor to facilitate the Regional Park's wastewater discharge.

Scope:

Adams County is seeking services of a professional design group that will provide the investigation, research, engineering and documentation necessary to facilitate the decommissioning of the existing sewer detention lagoon system 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 Design
- 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.

Project Specific Requirements:

- i. The design is to comply with the County's Design and Construction Standards for materials, quality, and installation which shall meet all code requirements.
- ii. The Engineering firm represents the prime consultant to include sub consultant's fees and design.
- iii. The lagoon decommissioning will include but is not limited to;
 - Phasing & Staging
 - Grading and drainage.
 - Biosolids (Sludge) Waste Removal & Disposal
 - Eliminate and/or Abandonment of piping and utilities.
 - Sampling and Testing of Clay Liner to Eliminate and/or Abandon.
 - Erosion and Sediment Control.
 - Site Restoration
 - Permitting Interface
- iv. Landscaping intent is to return disturbed areas back to pre-existing or natural habitat conditions. No work is planned on the golf course playable area, however no work will be allowed that could jeopardize the courses standing as a certified Pete Dye designed course. Disturbed areas shall generally be re-established with native grasses or similar plantings.

Tasks and Deliverables:

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

- The Consultant team will develop the full scope construction documents including drawings and technical specifications for bidding and construction. The design will define the decommissioning of the sewer lagoon system complete with restoring the site according to code requirements.
- Design documents are to include a 30% and 90% design level for owner's review and incorporate comments to further complete final construction documents.
- Construction Documents: Drawings and details, technical specifications, and engineering calculations demonstrating adherence to all applicable codes. If required, issue construction documents to Colorado Department of Public Health and Environment (CDPHE) for review and approvals.
- Provide engineer's probable cost opinion and schedules at each design phase.
- The Consultant shall become familiar with existing site conditions and review record drawings of the Water & Sewer Facilities and Force Main Lift Station attached herein.
- Review previous investigations and assessments, as well as conduct an environmental investigation and analysis of the existing lagoon system to form a basis for design addressing any seepage, soil contamination and/or cleanup needs along with best practice recommendations to decommissioning the sewer lagoon system.
- Complete geotechnical investigation, surveys and analysis of the existing lagoon system to form a basis for design to include but not limited to analyses of sediment/sludge and summary of sludge removal, transfer, disposal or treatment. Physical sampling or boring can be performed by the County's independent testing agency (this vendor not selected at this time).
- Coordinate the County's independent testing agency, review testing plan of the clay liner conditions and soils of the area and incorporate findings within the construction documents. Review in progress testing reports and address items that affect the project scope.
- Coordinate and interface with Colorado Department of Public Health Environment, Tri-County Health Department, designated authority having jurisdiction for code compliance and permitting requirements relating to lagoon decommissioning.
- Identify phasing, sequencing, access, staging and methods to minimize disrupting Adams County Regional Park and Riverdale Dunes Golf Course operations. Ideally construction portion of the project will run November 2018 through February 2019. Final schedule to be determined with Designer of Record and General Contractor.
- General contractor bidding support to include issuance of Addenda as required perform construction bid review with the County and
- Construction administration will include attendance of the preconstruction conference, technical submittal review(s) in coordination with the County, review all correspondence related to Change Orders, Contract Amendments and or RFI's, conduct a weekly field observation visit (at a minimum) and provide the County with a field observation report containing photographic record of work in progress, and coordinate sub-consultant's design and construction observation tasks throughout the project timeline.
- Close out process to include; perform final observation/Inspection(s) in cooperation with selected Contractor, incorporate Contractor Close-Out/As-Build documentation and as necessary issue as-construction documentation to CDPHE, Tri-County Health and the County.

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.

- i. 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 bid prices and construction schedule.

Estimated Project Schedule:

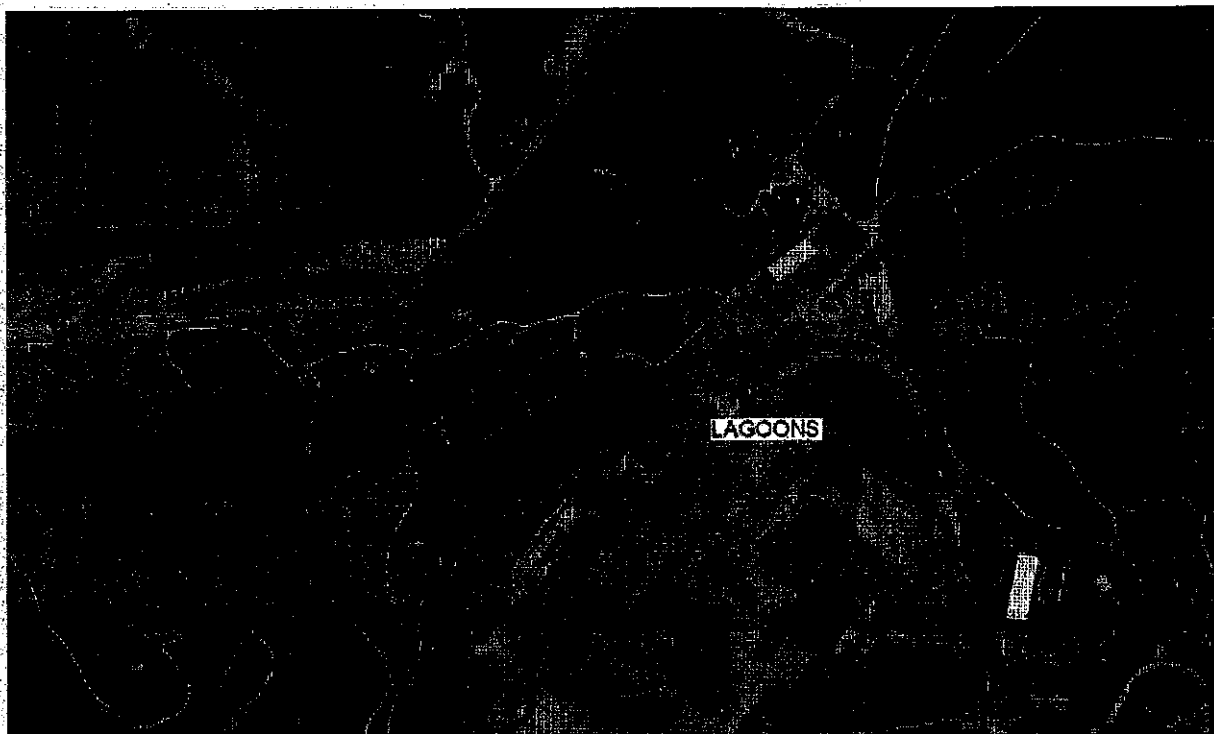
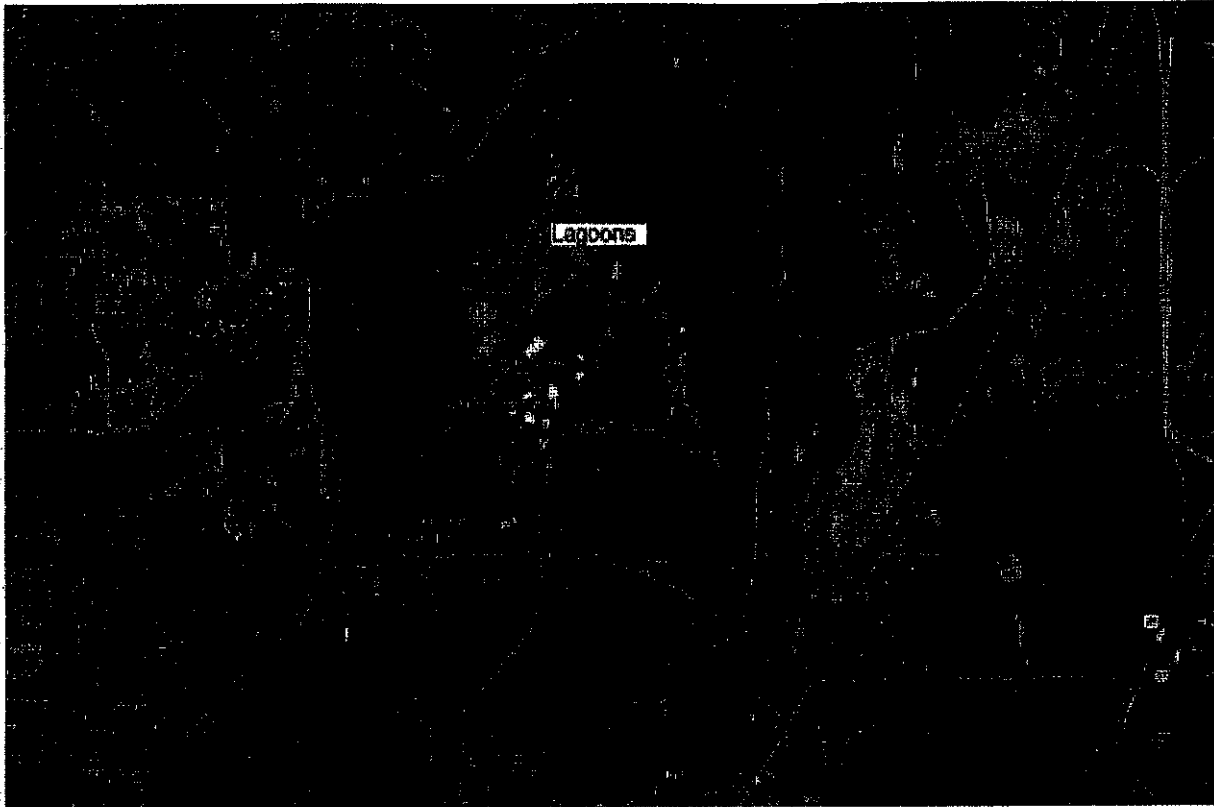
Request for Proposal:	April 05, 2018
Pre Bid Conference:	April 12, 2018
Questions Due:	April 17, 2018
Addendum Due:	April 18, 2018
Proposals Due:	April 25, 2018
Anticipated Award:	May 02, 2018
Design:	May 09-July 31
Construction Bidding:	Aug 13-Sept 04
Construction Renovations	November 2018-February 2019

Available Reference Materials:

- Attachment A – Sample Agreement
- Attachment B – Design & Construction Standards 2016
- Attachment C – 1985 Drawings for Water & Sewer Facilities by Ayres Associates
- Attachment D – 2013 Drawings for ACRP Force Main System Lift System by HDR

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Regional Park Lagoons Decommissioning
9755 Henderson Road
Henderson, CO 80601





ADAMS COUNTY
COLORADO

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

**REQUEST FOR PROPOSAL
PRICING FORM: 2018.420
(Submit in separate sealed envelope)**

TOTAL PROJECT COST:

Scope of Work:

Price:

Estimated Hours

Investigation & Assessment Phase:

\$ _____

30% Design / Schematic Design:

\$ _____

90% Design / Schematic Design:

\$ _____

Construction Documents:

\$ _____

Construction Administration:

\$ _____

Total Proposed Fee:

\$ _____

Please provide an Hourly Fee Schedule for all Staff/Trades, including but not limited to the following pricing information:

Professional Hourly Rates:

Position Title

Regular Rate

Overtime Rate

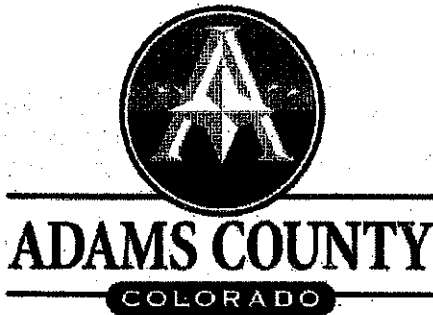
Time and Material Mark-ups for Consultants / Sub-Consultants

Percentage of prompt payment discount, if offered

_____ %

Total submittal price with discount

\$ _____



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

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

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

Mailing Address:

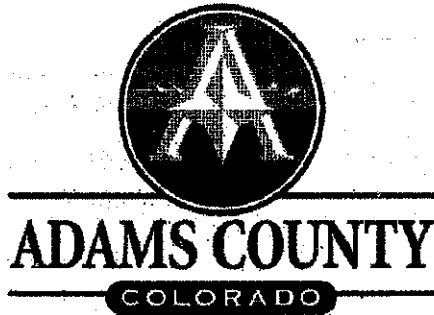
Adams County Government Center
Purchasing Division C4000A
4430 South Adams County Parkway
Brighton, CO 80601

Hand Deliveries accepted:

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

ATTN: Jennifer Tierney Hammer
Lead Contract Specialist
RFP-JTH-2018.420

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?	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



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

**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

Printed or Typed Name

Signature

Title

Date

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



ADAMS COUNTY
COLORADO

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

**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

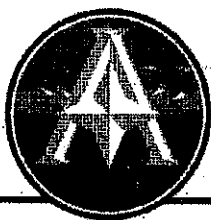
City, State, Zip Code

County

Telephone

Fax

Email



ADAMS COUNTY
COLORADO

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

**REQUEST FOR PROPOSAL
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

Value

\$

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$



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

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # _____

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) _____
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

Contractor Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____



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

**REQUEST FOR PROPOSAL
APPENDIX A
SAMPLE AGREEMENT FOR SERVICES**

The Sample Agreement for Services is included in this solicitation for informational and reference purposes only.

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2017, 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 Company Name, located at Address123, 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 xxxxx and the Contractor's response to the RFP xxxxx 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. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of 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. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. **Term of Agreement:** The Term of this Agreement shall be for one-year from DATE through DATE.

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.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

4.1. 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.

5. INDEPENDENT CONTRACTOR: 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.

6. NONDISCRIMINATION:

6.1. 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.

6.1.1. 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.

7. 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.

8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

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

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **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.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. 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.

8.5. **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:

8.5.1. 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.

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

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

8.6. 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.

8.7. 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.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. 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.

10. WARRANTY:

10.1. 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.

11. TERMINATION:

11.1. 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.

11.2. 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.

12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. 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).

12.3. 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.

12.4. 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.

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. 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.

12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. 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.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS

13.1. 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.

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

14. 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:

14.1. 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.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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).

14.8. 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.

Remainder of this page is left blank intentionally.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Signature

Name (Print or Type)

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.



Wright Water Engineers, Inc.

2480 West 26th Ave., Suite 100A
Denver, Colorado 80211
(303) 480-1700 TEL
(303) 480-1020 FAX

www.wrightwater.com
e-mail: wlorenz@wrightwater.com

June 27, 2018

Via Email: CTownsend@adcogov.org

Ms. Cat Townsend
Adams County Government Center
4430 South Adams County Parkway, Suite C1700
Brighton, CO 80601

Re: REVISED RFP-JTH-2018.420, Proposal for Professional Engineering Services for Adams County Sewage Lagoon Decommissioning

Dear Ms. Townsend,

Wright Water Engineers, Inc. (WWE) appreciates the opportunity to submit this revised Scope of Work for professional engineering services for the decommissioning of the sewage lagoon next to the Adams County Golf Course. We have revised our proposal based on discussions and as requested by you.

Our previous experience in decommissioning lagoons will allow us to efficiently develop a plan along with specifications for the project. Also, our existing relationships with Adams County will allow for coordination of all parties involved. It will be the goal of WWE to develop a plan that removes all the liquids and water solids from the lagoons and provide revegetation with native grasses.

Scope of Work

Task 1: Kick-Off Meeting and Background Research

The first step in the process of developing plans and documents for the decommissioning of three lagoons for Adams County will be a kick-off meeting (conducted on May 8, 2018). This will allow all parties involved with the project to meet and define roles and key points of contact. WWE's Project Manager Wayne Lorenz will be the key point of contact on the consulting side and will disseminate information to others efficiently. This meeting will also allow for discussion of the overall proposed plan and schedule. This will also include evaluation of access points for site analysis performed later in the design. Prior to the kick-off meeting, our design team will review existing documents available to be prepared to efficiently discuss the proposed plan (this task performed and completed).

We have included with this Task 1 the coordination with laboratories to understand costs of sampling to be performed (this task performed and completed). This includes discussion with the Metropolitan Water Reclamation District (Metro) to understand the specific parameter laboratory analyses that are desired by Metro. This also includes discussion with contractors to provide estimation of cost to perform the work. Additional discussions with the County will also take place to evaluate need of sampling prior to actual decommissioning work.

Ms. Cat Townsend
Adams County Government Center
June 27, 2018

WWE will investigate and pre-qualify contractors that can perform the work addressed in the plans and specifications developed in the tasks below. A list of pre-qualification requirements will be prepared.

Task 2: Plan and Perform Site Work/ Analysis

WWE will develop a plan to include when and how to access the site locations without causing disturbance to the golfers.

Based on our understanding from the kick-off meeting held on May 8, WWE will provide services to the County for determining depths of watery solids and liquids in the lagoons. This work will include surveying of the lagoons with a boat with the use of a grid system. This information will be required for the contractors to cost out the actual decommissioning. WWE will self-perform this work. The investigations will be performed to estimate the volume of liquid and watery solids that will need to be hauled offsite and disposed of.

Task 3: Develop Plans and Specifications for Liquids and Watery Solids

The information determined in Task 2 will be used in Task 3, which is development of an extraction and disposal plan for the liquids and watery solids. Calculations will be performed to determine volumes to be pumped and disposed and at what percent solids. Pumping and mechanical removal methods and site constraints will be addressed. The requirements for approved disposal locations will be developed. This task will result in a contract document package that includes a bid form, written technical specifications, plan views, sections and narrative of the site constraints. Specifications developed for the project will be written in the 2014 CSI format.

Task 4: Scheduling of Work

WWE will coordinate with the County staff regarding the phasing, sequencing, access, staging and overall decommissioning with the goal of minimizing the impact to the golf course operations. It is understood that decommissioning of the lagoon will take place between November 2018 and February 2019.

Task 5: Submittals and Coordination with Health Departments

WWE will coordinate and submit documentation that will be needed for Colorado Department of Public Health (CDPHE) and Tri-County Health Department review.

Task 6: Cost Estimate

WWE will develop an opinion of probable capital costs to perform the work. This opinion of probable capital costs will include the cost of removal, hauling and disposal of watery solids and liquids along with reestablishment of the site with native vegetation.

Task 7: Bidding Support and Construction Services

Ms. Cat Townsend
Adams County Government Center
June 27, 2018

WWE has assumed that the plans and specifications developed in the tasks above will be bid out to pre-qualified contractors. WWE will provide bidding support and construction administration services. Bidding support will include answering questions, issuance of addendums, and attendance at one pre-bid meeting. Our team will then provide support to the County in reviewing the received bids and help in contractor selection. Construction administration will include attendance at one preconstruction conference, review of technical submittals and review of correspondence related to Change Orders, Contract Amendments and Requests for Information. Our team will also provide onsite weekly field investigations, at a minimum, and field observation reports containing photographic logs of the work in progress. These construction observation reports will be provided to the County.

Task 8: Close Out Process

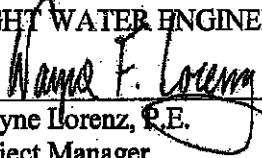
Once the decommissioning is substantially complete, our design team will provide the close out documentation. This will include final inspections of the site with the contractor and County to ensure all goals of the plans have been met. As-built drawings provided by the contractor will be reviewed and commented on as required. Necessary documentation will also be provided to the health departments.

Please see the attached revised estimated schedule. Also, we have revised the Pricing Form 2018.420, and it is attached. We appreciate your consideration of our proposal.

Sincerely,

WRIGHT WATER ENGINEERS, INC.

By


Wayne Lorenz, P.E.
Project Manager

cc: Jennifer Tierney Hammer, jtierney@adcogov.org

Z:\Project Files\181-050\181-050.000\Admin\Proposal Update\WWE Revised Proposal Lagoon Decommission.docx

Ms. Cat Townsend
Adams County Government Center
June 27, 2018

SCHEDULE

[illegible]



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

**REQUEST FOR PROPOSAL
PRICING FORM: 2018.420
(Submit in separate sealed envelope)**

TOTAL PROJECT COST:

<u>Scope of Work:</u>	<u>Price:</u>	<u>Estimated Hours</u>
Investigation & Assessment Phase:	\$ 15,329	80
30% Design / Schematic Design:	\$ 20,852	122
90% Design / Schematic Design:	\$ 17,000	93
Construction Documents:	\$ 6,032	33
Construction Administration:	\$ 13,580	102
Total Proposed Fee:	\$ 72,793	430

Please provide an Hourly Fee Schedule for all Staff/Trades, including but not limited to the following pricing information:

Professional Hourly Rates:

Position Title	Regular Rate	Overtime Rate
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Time and Material Mark-ups for Consultants / Sub-Consultants 7.5%

Percentage of prompt payment discount, if offered 0 %

Total submittal price with discount \$ 72,793

**WRIGHT WATER ENGINEERS, INC.
2018 SCHEDULE OF HOURLY RATES**

PERSONNEL	RATE PER HOUR
SENIOR PRINCIPAL/CONSULTANT	\$206
SENIOR PROJECT ENGINEER/CONSULTANT	\$183
SENIOR ENGINEER/SCIENTIST CONSULTANT	\$162
ENGINEERING/SCIENTIST PROFESSIONAL I	\$152
ENGINEERING SPECIALIST/CONSULTANT	\$139
ENGINEERING/SCIENTIST PROFESSIONAL II	\$123
ENGINEERING DESIGNER/PROFESSIONAL III	\$112
ENGINEERING TECHNICIAN I	\$99
ENGINEERING TECHNICIAN II	\$88
ENGINEERING TECHNICIAN III	\$85
ENGINEERING TECHNICIAN IV	\$69
ENGINEERING TECHNICIAN V	\$62
♦ Automobile at 60 cents per mile	♦ GIS computer at 20 dollars per hour.
♦ Four-wheel drive/Pick-up truck vehicle at 70 cents per mile	♦ Info water® at 20 dollars per hour.
♦ AutoCAD computer at 15 dollars per hour.	♦ Civil 3D at 25 dollars per hour.
<i>Seven and one-half percent (7.5%) will be added to all reimbursable expenses to cover administration for special consultants, independent laboratory tests, direct printing costs, telephone, supplies, lodging and subsistence, all in-house computer, auto, postage, fax, and travel.</i>	

TERMS OF PAYMENT: It is agreed that this account will be billed on a monthly basis. Unless otherwise approved by the Company, payment is due upon receipt of invoice. Mail payment to the main office of the Company at 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211. If payment is not received, client agrees to pay interest at the rate of 1.5 percent per month on the outstanding balance. This does not constitute a credit arrangement, and in no case, shall the minimum payment be less than 33 percent of the amount billed. If account is placed with an attorney for collection, client agrees to pay court costs and reasonable attorney fees. The liability of Wright Water Engineers, Inc. for losses or damages arising out of the errors, omissions, or negligence of Wright Water Engineers, Inc. while providing professional services shall be limited to the total fee due Wright Water Engineers, Inc. pursuant to this agreement.