

**ADAMS COUNTY**  
**CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 23 day of April, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and FCI Constructors, located at 4015 Coriolis Way, Frederick, Colorado, 80504, hereinafter referred to as the "Contractor."

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

**1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR**

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

**Request for Proposal: 2019.301**

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

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

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

of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

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

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

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

- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

### **3. RESPONSIBILITIES OF THE COUNTY**

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

### **4. TERM**

- 4.1 The approved Project schedule may be periodically updated by the County, Design Professional and/or Contractor and mutually accepted by all parties in writing, without impact to this Agreement or the Fee for Services of the Design Professional. The Construction schedule will be negotiated upon final agreement of the Guaranteed Maximum Price. The anticipated completion date of this project is December 31, 2022.

## **5. PAYMENT AND FEE SCHEDULE**

- 5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, for the Pre-Construction Phase work a lump sum amount of seventy-eight thousand six hundred thirty-two dollars (\$78,632.00). The full Guaranteed Maximum Price will be added to the agreement in the form of an amendment once finalized.
- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
  - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
  - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

## 6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.
- 6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

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

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

## **7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

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

## **8. WARRANTY**

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

## **9. SUBCONTRACTING**

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

## **10. CHANGE ORDERS OR EXTENSIONS**

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

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

## **11. INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

## **12. CLEAN-UP**

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

## **13. PROJECT ADMINISTRATION**

13.1. The Project Manager for this Agreement shall be Sean Braden, who can be reached by phone at 720-523-6003. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

13.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

13.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest

with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

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

#### 14. **NONDISCRIMINATION**

14.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

14.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### 15. **INDEPENDENT CONTRACTOR**

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

#### 16. **INDEMNIFICATION**

16.1. The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities

as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

## 17. INSURANCE

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

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

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000

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

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

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

- 17.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

## **18. TERMINATION**

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

## 19. **BONDING:**

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

## 20. **MUTUAL UNDERSTANDINGS**

- 20.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 20.2. **Compliance with Laws:** The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 20.3. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 20.4. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 20.5. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 20.6. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes,

strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

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

Department: Adams County Facility Operations  
Contact: Sean Braden  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6003  
E-mail: sbraden@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: FCI Constructors  
Contact: Bryan Hemeyer  
Address: 4015 Coriolis Way  
City, State, Zip: Frederick, Colorado 80504  
Phone: 970-535-4725  
E-mail: bhemeyer@fciol.com

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

20.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

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

20.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

**ADAMS COUNTY COLORADO  
BOARD OF COUNTY COMMISSIONERS**

Steven J. Davis  
Chair

4/23/19  
Date

**FCI Constructors**

[Signature]  
Signature  
Bryan Hemeyer  
Printed Name

04/08/2019  
Date  
Vice President - Preconstruction  
Title

**Attest:**

Josh Zygielbaum, Clerk and Recorder

[Signature]  
Deputy Clerk

Approved as to Form:

[Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF WELD )

STATE OF COLORADO )SS.

Signed and sworn to before me this 8th day of April, 2019 , ,

by [Signature] ,

[Notary Seal]  
Notary Public

My commission expires on: NOVEMBER 5, 2022

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

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

### CONTRACTOR:

FCI Constructors, Inc.

04/08/2019

Company Name

Date

Bryan Hemeyer

Name (Print or Type)

Signature

Vice President - Preconstruction

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

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RFP Issue Date: January 9, 2018

RFP Number: RFP-JTH-2019.301

RFP Title: **CMGC Services for New Fleet & Public Works Buildings**

RFP Questions Due: January 16, 2019

Proposal will be received until: January 29, 2019 2:00pm Our Clock  
4430 South Adams County Parkway, Front Lobby  
Brighton, CO 80601

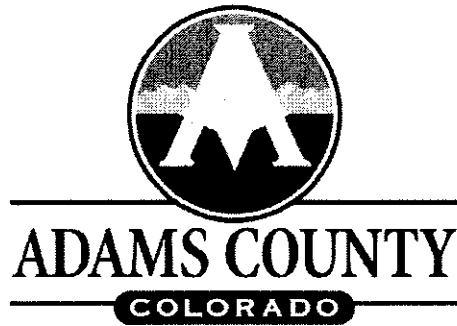
Goods or services to be delivered to or performed at: Adams County Public Works Building  
4955 E. 74<sup>th</sup> Ave., Commerce City, CO

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

Email Address: [jtierney@adcogov.org](mailto: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 2016
- Attachment C-Design and Construction Handbook
- Attachment D-Contract Document Standards
- Attachment E-Asset Mapping and Tracking Form
- Attachment F- CMGC Fee Structure
- Attachment H-Insurance Requirements



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: Jen Tierney Hammer  
Contract Specialist  
RFP-JTH-2019.301

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Construction Manager / General Contractor (CMGC) Services for the **ADAMS COUNTY NEW FLEET AND PUBLIC WORKS BUILDINGS**

#### 4. CONTRACTUAL OBLIGATIONS

- 4.1. The successful Contractor will be required to sign an Agreement substantially similar to the **Agreement form in Appendix A**. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 4.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 4.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 4.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance

requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

- 4.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 4.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 4.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

Pricing MUST be submitted in a separate sealed envelope.

#### EXAMINATION OF EXISTING CONDITIONS:

- 8.11 Before submitting a proposal, each bidder must inspect the site of the proposed work to arrive at a clear understanding of the actual conditions under which the work is to be done. Firms will be held to have compared the premises with the documents, sketches and standards, and to have satisfied themselves as to all conditions affecting the execution of the work.
- 8.12 No allowance or extra compensation concerning any matter or thing about which the bidder might have reasonably been informed through such examination will be allowed.
- 8.13 50% Design Development Drawings can be obtained from the following site:  
<https://tmpsftp.stantec.com>  
**Login name:** s0118150604  
**Password:** 2560300  
**Expires 1/18/19**

1. **METHOD OF AWARD & EVALUATIONS:** It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

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

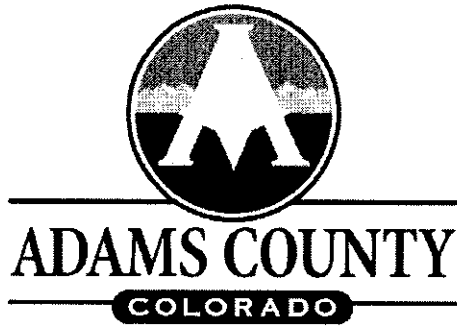
- 1.8. Professionalism: Including proposal's appearance, presentation, completeness, accuracy, following instructions and responsiveness.

- 1.9. Understanding of the Project: Including scope of services, key elements, project approach, work plan, scheduling and planning.
- 1.10. 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.
- 1.11. Similar Project Experience: Including experience of other project's size, cost, quality, schedule, delivery method and approach.
- 1.12. Interviewing: Presentation's to include proposed team information demonstrating cohesiveness, good communication and listening skills that is versatile to adapt with other's and the many personalities you may encounter.
- 1.13. General Items: Include clarifications, exclusions or exceptions with the contract terms or miscellaneous items not included.
- 1.14. Proposed Fees: Proposals shall be structured/formatted to follow the layout information identified in this Request for Proposals. Do not include materials that are of little or no relevance. The fee structure and breakdown is to be submitted separately in a sealed envelope.
- 1.15. 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.
- 1.16. 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.
- 1.17. 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.
2. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Jen Tierney Hammer, Contract Specialist Purchasing Division, Adams County, [jtierney@adcogov.org](mailto: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.
3. 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.

4. **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.
5. 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.
6. **BUDGET:** Estimated construction budget of \$25M to \$31M phased over four years.
7. **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.

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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.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: CMGC SERVICES NEW FLEET AND PUBLIC WORKS BUILDING and RFP-JTH-2019.301.
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal 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

## I. INTRODUCTION

Adams County, Colorado, is requesting proposals from qualified professional firms for Construction Manager General Contractor's (CMGC) services for new Fleet & Public Works Buildings located at 4955 E. 74<sup>th</sup> Avenue, Commerce City, CO. The project will replace existing aged facilities on the site and will entail phased construction and demolition of the obsolete facilities.

## II. REQUIRED DOCUMENTATION

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

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

## III. RESPONSE FORMAT

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

**SUBMISSION OF PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and SIX (6) HARDCOPIES, TOTAL OF SEVEN (7) submittals of each Proposal** must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of

this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

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

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

1. Provide submittal without reference to Adams County logo or company logo.
2. Submit proposal in a tab format
3. Cover Letter / Statement of Interest: *(1 Page Maximum)*
4. Table of Contents *(1 Page Maximum)*
  - 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. Verification of previously submitted qualifications: *(1 Page Maximum)*
  - Confirm that there are no substantive changes to the previously submitted qualifications.
  - If there are substantive changes, please re-submit the qualifications summary information (form as provided in the SOQ). Provide a brief explanation of any changes.
7. Profile of the Firm *(6 Page Maximum)*
  - State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
    - Size of the Firm and size of local office (if applicable)
    - Location of the office, where the work on this engagement is to be performed
    - Number and nature of the professional staff to be assigned to the project on a full-time basis.
    - Number and nature of staff to be assigned to this project on a full time and part-time basis.
    - 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.
    - Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
8. Project Approach & Work Plan: *(8 Pages Maximum)*
  - Provide a written narrative of how the CMGC plans to approach the project and a plan on how to achieve project success. Topics should include, but not be limited to:
    - Coordination and Cooperation with the Owner and Design Professional
    - Design Development into a GMP and Construction Administration

- Prequalification of Subcontractors
  - Provide a list of proposed major subcontractors the CMGC prefers to work with. All major subcontractors must still pre-qualify with the CMGC prior to bidding of work. *(2 Pages Maximum)*
- Scope, Quality, Budget, and Schedule Management
- Resource Management including Project Staffing
- Confirmation of current schedule and budget, or identify concerns, risks, or describe areas where potential changes/improvements may be made.

9. Fee Proposal: *(2 Pages plus Form of Proposal)*

- Provide a written narrative of how the CMGC's approach to developing a GMP, defining General Conditions and Requirements, and explanations not otherwise evident in the Fee Proposal or Work Plan.
  - For Design Phase (also called Pre-Construction Phase) services the hours listed are to be estimated only and not contractual. Completion of all CMGC services is expected regardless of the hours identified.
  - The CM Fee shall be an all inclusive sum management fee which will include all home office, overhead, and profit costs.
    - CM Costs which shall not be included in the CM Fee shall include trade contracts, field based staff, and reimbursable General Conditions/Requirements costs.
  - No additional CM Fee shall be assessed for Owner Requested Change Orders to the work until such change orders aggregate to a sum in excess of five percent (5%) of the GMP.
  - In-Field or Site Staff costs will be paid on a reimbursable basis as part of General Conditions allowance. Field personnel costs shall be billed at a direct personnel expense (raw cost {direct salary} plus all customary payroll benefits including, but not limited to FICA, 401K, vacation, sick, or other PTO) with no additional markup. Field personnel shall not be billed to projects when not physically on-site or off-site working on the project.
  - General Conditions costs alleged to arise from an Owner requested change order shall be reviewed on a case-by-case basis. Absent extraordinary circumstances, the CMGC shall not expect that change orders from contingency, allowances, or similar fund use will result in any approved additional General Condition costs.
  - In general, unused funds from Allowances or Contingency(s) shall be retained by the Owner. Cost-sharing is not part of this project.
  - Pricing MUST be submitted in a separate sealed envelope.

10. Clarifications and Exceptions: *(2 Pages Maximum)*

- Intent is to commence Design Phase work as soon as practical after contract approval. To expedite this approval process, please clarify any deviations to the planned scope or exceptions to proposed agreement.

11. Provide documentation that satisfies the Required Document requests.

12. Provide documentation that satisfies the criteria to be evaluated.

#### **IV. Detailed Scope/Specification Requirements**

##### **PROJECT DESCRIPTION:**

Adams County, Colorado seeks proposals from qualified professional CMGC firms to provide services within the pre-construction/design phase, Construction, Administration and Management efforts described within this RFP, provided as part of CMGC services for the new Fleet and Public Works Buildings located at 4955 E. 74<sup>th</sup> Avenue, Commerce City, CO.

##### **SCOPE OF SERVICES:**

The Pre-Construction Phase Services will be contracted initially, with the intent to follow with an eventual GMP for Construction Phase Services. So long as there are normally associated business practices of similar CMGC projects, it is the County's expectation that these elements are the responsibility of the CMGC.

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.

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

**General Description of Services Required:** The selected firm is expected to be responsible for the complete and comprehensive CMGC professional services for the successful completion of the project. This firm is also expected to work in a collaborative manner with the County staff, Design Consultants 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:

- **General:** Regardless of phase, the following elements are part of the CMGC Work Scope:
  - Project Team, while may evolve during the course of the project, is anticipated as:
    - Adams County Facilities Planning & Operations
    - Stantec Architecture, Inc.
    - CMGC
  - Refer to the CMGC Matrix for general work requirements. CMGC shall respond or identify exceptions to this list as part of the RFP response.
  - GMP Development: The following items shall be anticipated for inclusion in the final GMP (anticipated development after DD completed / prior to CD):
    - GMP Summary and Narrative
    - List of Drawings, Specifications, and Contract Documents
    - Assumptions and Clarifications
    - GMP Cost Summary and Line Item Breakdown
    - Itemized Bid Alternates
    - Allowance Items and Values
    - Description of Allowable Contingency Use and Draw Down
    - General Conditions and Requirements Breakdown

- GMP Schedule
  - Staffing Plan with Fee Breakdown
  - General Requirements and Breakdown
- Respondents to this RFP accept that award of a CMGC contract does not automatically guarantee establishment of a GMP. Should the County be dissatisfied with the Pre-Construction/Design Phase services, the County may choose to place the construction work out for competitive bidding and terminate the contract at the end of the Design Phases.
- Cost Controls shall:
  - Be Open Book and available for County review upon request.
  - Be established during the Pre-Construction/Design Phase and include cost mapping to Adams County accounting system (asset control), CMGC subcontractors, and line items of work scope.
  - Utilize AIA or similar County approved formats for invoicing, and include all subcontractor backup. General Conditions shall include appropriate backup, invoices, receipts, etc.
  - Utilize an agreed upon Cover Sheet summarized costs.
  - Included as part of the CMGC Staffing Plan within the final GMP.
- Sustainability: While not currently planned for LEED certification, the potential exists that the County may want to pursue this option. Regardless of certification, the County expects that the CMGC and associated subcontractors conduct their work with sustainable practices endorsed by LEED, Energy Star, and other generally recognized best practices.
- Pre-Construction Phase: Pre-Construction phase services shall include but not be limited to Design Input, Research, Design Reviews, Scheduling, Logistics, Value Engineering, and Estimates/Budgeting: Services consist of those technical construction consultation activities which aid the Architect and Engineer in taking a project programming statement and develop it through contract documents and permitting. Phases shall include design phases and Construction Documents.
  - Attend, document, and distribute all meeting minutes, including but not limited to OAC meetings.
  - Cost Estimate at the end of design phases, with potential GMP amendments upon completion of Construction/Consolidated Documents.
  - Project Schedule, and updated Schedule, at the end of design phases, with potential GMP amendments upon completion of Construction/Consolidated Documents.
  - Risk Log, tracked throughout course of entire project, identifying potential risks or issues that could impact project success.
  - Logistics and constructability reviews.
  - Long lead and manufacturer options, opportunities, and
  - Value Engineering Options, tracked throughout course of entire project, identifying potential opportunities for cost savings or quality improvement.
- Bidding and Procurement: Including but not limited to GMP establishment, qualifying sub contractors, bid packaging, bidding, scoping, recommending awards, pre-construction, planning, scheduling, logistics, and budget management. Phases may commence at conclusion of Design Development.
  - Prequalification of subcontractors will be a coordinated effort with the CMGC and the County. CMGC shall lead this effort to recruit, pre-qualify, and solicit these trades. All major subcontractors must pre-qualify with a minimum of the same

criteria under which the CMGC pre-qualified with the County. A statement from the CMGC recommending vendors will be required for each major trade.

- An attempt to establish a minimum of three (3) bidders will be required.
- The County reserves the right to add or remove bidders in the best interest of the County.
- Self-performed work must be competitively bid unless deemed in the best interest of the County (at the County's written approval).
- Develop bid packages, and coordinate with the County prior to issuance.
- Identify scopes of work not specifically addressed in the construction documents (e.g. cleaning) and coordinate with the County to include in overall scope, or determine alternative ownership of those items.
- Construction Administration: Including but not limited to permit management, coordination and administration of sub contracts, supervision of work, scheduling, logistics, budget management, RFIs, submittals, and coordinating work flow.
  - Administer, manage, and use its best efforts to perform the project in an expeditious and economical manner in the best interests of the County.
  - Include all items identified under Design Phase and Bidding/Procurement Phases, but adapt to Construction Administration phases.
  - Assist the County, Design Professional, and other County Vendors in preparing the facility for occupancy and operation, including cooperative planning of Moving, Move Management, IT, FF&E, Commissioning, or other activities normally conducted as part of occupying a facility.
- Closeout: Including but not limited to project Closeout and Commissioning services, review and submission of closeout documentation from sub contractor(s), check warranties, guarantees, and service contracts, preparation and submission of O&M manuals and as-builts, punchlist, facility acceptance/rejection, commissioning of major systems (pre-functional and functional testing, TAB, review of test and inspection reports, etc.), and post occupancy services (warranty inspection(s), user survey(s), etc.).

In addition, it is expected that the contract terms and conditions of the Agreement between Adams County and the CMGC firm shall be extended to all subcontractors performing work on this project.

#### Estimated Project Budget:

The overall project budget including all hard and soft costs (A/E, permits, FF&E, etc.) is \$38,250,000

#### Estimated Project Schedule:

Request for Proposal:	January
Proposals Due:	January
Anticipated Award:	February, 2019
Contracting & NTP:	February, 2019
Construction Renovations	June, 2019 – Dec, 2022

#### Available Reference Materials

Attachment A – Sample Agreement (CMGC)  
Attachment B – Design & Construction Standards 2016  
Attachment C-Design and Construction Handbook  
Attachment D-Contract Document Standards

Attachment E – Asset Mapping and Tracking Form  
Attachment F – Pricing Form  
Attachment G – CGMC Fee Structure  
**Attachment H – Insurance Requirements**

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

**REQUEST FOR PROPOSAL  
PRICING FORM: 2019.301  
(Submit in separate sealed envelope)**

**TOTAL PROJECT COST:**

With this proposal, all Pre-Construction, Construction, Administration, and Management services described in this RFP, or normally provided as part of CMGC (or CM at Risk) services will be provided to Adams County for this project. Lump sum costs for these services are Not-To-Exceed Amounts for the work as follows:

<i>Item of Work / Scope</i>	<i>Proposed Fee:</i>	<i>Clarifying Notes:</i>
Pre-Construction Phase: <i>(Includes field investigation &amp; recommendations)</i>	\$ _____	estimated hours: _____
Construction Management Fee:	\$ _____	(approx. _____% of Constr. Cost)
Profit included in CM Fee : <i>(This is included in the CM Fee Above)</i>	\$ _____	(approx. _____% of Constr. Cost)
Anticipated General Conditions:	_____ % of Construction Cost	
Insurance Rates: <i>(This is included in the GC Cost Above)</i>	_____ % of Construction Cost	
Bonding Rates: <i>(This is included in the GC Cost Above)</i>	_____ % of Construction Cost	
CMGC Contingency:	3% to 5% planned	CMGC Preferred: _____%
Cost of the Work	\$ _____	
Total GMP for CMGC Services	\$ _____	

Sub-consultant Mark-up % \_\_\_\_\_

Sub-contractor Mark-up % \_\_\_\_\_

We contractually guarantee our staff proposed for the entire duration of the project:

\_\_\_\_\_Yes \_\_\_\_\_No Explanations (if any:)\_\_\_\_\_

We agree with the anticipated GMP / Budget for Construction based on the 50% DD documents

\_\_\_\_\_Yes \_\_\_\_\_No Explanations (if any:)\_\_\_\_\_

We agree with the anticipated Schedule for Construction based on the RFP:

\_\_\_\_\_Yes \_\_\_\_\_No Explanations (if any:)\_\_\_\_\_

**Verification of Fee Proposal:**

The undersigned verifies that the information included herein is true, accurate, and sufficiently complete so as not to be misleading.

Name and Title (*Printed*)\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Note: Adams County reserves the right to request validation or proof of any or all of the information provided in the Proposal. Proof shall consist of descriptions, narratives, references or similar information necessary to establish a substantive role of the Firm in the identified project.*



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: Jen Tierney Hammer  
Lead Contract Specialist  
RFP-JTH-2019.301

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

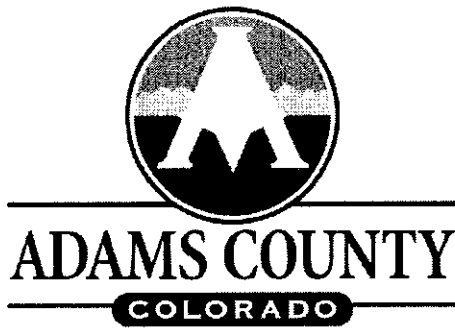
---

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 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 \_\_\_\_\_

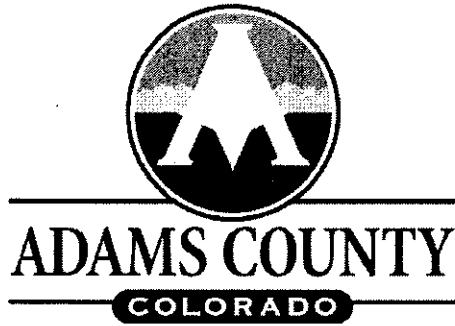
Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ County \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



Adams County 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

**CM/GC SERVICES PROPOSAL  
ADAMS COUNTY NEW FLEET AND PUBLIC WORKS BUILDING  
RFP-JTH-2019.301**



**TO:**  
**JEN TIERNEY HAMMER**  
**LEAD CONTRACT SPECIALIST**  
**ADAMS COUNTY, COLORADO**  
**4430 S ADAMS COUNTY PARKWAY**  
**FRONT LOBBY**  
**BRIGHTON CO 80601**

**FROM:**  
**FCI Constructors, Inc.**  
**4015 Coriolis Way**  
**Frederick, CO 80504**

**Bryan Hemeyer, Vice President**  
**bhemeyer@fciol.com**  
**970-535-4725**  
**970-535-4867 fax**

**Due: January 29, 2019, 2:00 PM**

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Adams County Service Center



Adams County's Henderson Transitional Center



Adams County Sheriff & Coroner Headquarters

January 29, 2019

Adams County Purchasing Division

4430 S Adams County Parkway, 4th Floor, C4000A

Brighton, CO 80601

RE: Proposal for CM/GC Services - Fleet and Public Works Building - RFP-JTH-2019.301

Dear Selection Committee Members:

Please accept this proposal as FCI Constructors' interest in offering Adams County our services as CM/GC for the Fleet and Public Works Building. We look forward to partnering again with Adams County and continuing our relationship.

When FCI began as a company in 1978, it was with the commitment that we would be a client service oriented organization. Each of our team members would hold the complete satisfaction of our clients as the driving force behind why we do what we do. Those values are still at the heart of who we are 40 years later; they are the foundation upon which we have built our identity.

Our history includes several projects for municipalities such as the counties of Adams, Eagle, Denver, Routt, Mesa, La Plata, Arapahoe and many others. Our most recent fleet and public works projects include new facilities for the Town of Windsor, the Town of Parker, the Town of Avon and Williams County, ND. Currently, we are in the early construction phase of the addition/renovation of the Town of Greenwood Village's Fleet Maintenance facility.

Recently, our teams worked together to complete both the Adams County Justice Center Phase 2 Buildout and the Henderson Transitional Center remodel. We understand the necessity of working closely with your stakeholders and staff, and the public to ensure high levels of communication are established early, and the team can work cohesively toward the goal of successful project completion.

FCI Constructors offers Adams County a group of experts. Our team's resources are relevant to your types of project, and we work with the latest technologies to ensure information-sharing for the duration of our interaction.

Please contact me if you need any further information. Thank you for considering our team.

Sincerely,

Bryan Hemeyer  
Vice President

# Executive Summary

## **Municipal Construction and CM/GC Experience.**

In the last five years alone, company-wide, we have proudly and successfully completed over 150 projects in the municipal sector. Nearly 85% of all work we have completed in the past five years has been CM/GC projects. Experience has shown us that the most important service we provide is guidance at every stage of the project, from pre-construction through successful completion. Therefore, our approach is based on a proven philosophy wherein the Owner, Architect and FCI agree to work together as a cohesive team.

## **Similar Project Experience**

Company-wide, FCI has completed over 40 projects, similar in scope and complexity, totaling over \$600,000,000. This work includes public works, vehicle maintenance and fleet facilities, and offices. Our history includes similar projects for municipalities such as the Towns of Parker, Windsor and Avon, plus Laramie, Eagle, Arapahoe and La Plata Counties, and many others. Additionally, we have also completed highly visible, politically sensitive projects that include multiple stakeholders. Within this submission we have highlighted some of the more relevant projects.

## **Experienced Project Team.**

The members of our team have been chosen to offer their respective expertise to each phase of your project - from now through warranty period. They understand the complexities of municipal buildings, fleet and vehicle maintenance shops, working on occupied campuses and the myriad of factors intertwining each within your project.

## **History with your Architect, Stantec.**

FCI, in conjunction with Stantec, recently completed the Parker Public Works Facility and the South Transit Facility in Phoenix, both similar-use buildings. Additionally, FCI and Stantec have partnered for eight additional projects since 2004.

## **Financial Strength.**

FCI has the resources, financial stability, established bonding capacity, and solid insurance coverage to undertake and successfully complete your project.

## **Local Builder.**

FCI Constructors, Inc. is a Colorado-based, employee-owned firm specializing in construction projects that center around the well-being and development of our communities. We take pride in partnering with local subcontractors and capturing the best value, maximizing quality, and ensuring client satisfaction. Our office, servicing the Denver Metro area is located in Frederick.

## **Knowledge of Subcontractor Market.**

FCI has been working and developing beneficial working relationships with a variety of subcontractors, suppliers, permitting officials and design professionals in Colorado since 1978. Having worked on Design-Build, CM/GC, and Competitive Bid projects in Colorado for years, we have immersed ourselves in the subcontracting community to better use local resources for the sake of the work and to improve relations between our clients and local businesses. FCI's long standing relationships with subcontractors and history of successful projects in Colorado allows us to pull from a database of over 4,000 Colorado vetted and qualified subs with which to work. We are familiar with many subcontractors' work history, as well as their history of reasonable bid price submissions, quality control, responsiveness of warranty issues, flexibility and cooperation when resolving issues, etc. However, we follow a subcontractor selection process to identify and qualify subcontractors regardless of whether or not FCI has worked with them on previous projects.

## Verification of Previously Submitted Qualifications

We have revised our previously submitted hourly rates. The rates that have changed are noted in blue below.

### Adams County SOQ 2018.433 CM/GC

#### Hourly Fee Schedule:

Provide a corporate Hourly Fee Schedule (on this form or you may use your Corporate Equivalent).

<u>Title / Level</u>	<u>\$ / Per Hour</u>
Project Manager	\$ 117.42
Pre-Construction Manager	\$ 117.42
Regional Safety Manager	\$ 113.30
Project Superintendent	\$ 107.12
Office/Field Engineer	\$ 70.08
Estimator	\$ 80.70
BIM Manager	\$ 109.18
BIM Coordinator	\$ 78.28
Project Coordinator	\$ 51.91
Carpenter Foreman	\$ 59.32
Carpenter	\$ 55.65
Laborer	\$ 36.29

## Profile of the Firm

### State whether your firm is local, national, or international.

FCI Constructors, Inc. is a regional firm, operating nine offices in six states: CO, WY, AZ, ND, OK, and NM. Our corporate headquarters is located in Grand Junction, Colorado. The office responsible for your project is located in Frederick, Colorado.

### Size of the firm, and size of the local office.

FCI Constructors, Inc. currently employs 400. The local Frederick office is home to 130 of those employees.

### Location of the office, where the work on this engagement is to be performed.

4015 Coriolis Way, Frederick, CO 80504 Approximately, 23 miles from the project location.

### Number and nature of staff to be assigned to this project on a full-time basis.

Full-time employees include: one field engineer and one project superintendent.

### Number and nature of staff to be assigned to this project on a part-time basis.

Part-time employees include: project executives, one assistant superintendent, one pre-construction manager, one BIM coordinator, one office engineer and one project manager, one project coordinator, and our Regional Safety Manager. *Please refer to organizational chart submitted with previous RFQ response.*

### Identify supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to the engagement.

Project Manager: Tom Boucha  
Pre-Construction Manager: Dax Diaz  
BIM Coordinator: Eric Johnson  
Vice President-Operations: Tony Seidling  
Regional Safety Manager: John Luthi  
*Resumes for the team are located in the Required Documents section.*

Project Superintendent: Mike Reiman  
Assistant Superintendent: Tyler Zachman  
Office Engineer: Preston Carpenter  
Vice President-Estimating: Bryan Hemeyer  
Project Coordinator: Kim Lawrence

### Provide any substantiated claims against the firm in the last three years and any outstanding litigation.

None.

# Project Approach and Work Plan

Last year, approximately 85% of our projects were CM/GC projects where we provided pre-construction services. Experience has shown us that the most important service we provide is guidance at every stage of the project, from design through successful completion. Therefore, our approach to CM/GC work is based on a proven philosophy wherein the Owner, Architect and FCI agree to work together as a cohesive team.

We have become very familiar with the necessities of working with public owners and the expectations of these clients and the community they serve, resulting from our experiences in successfully completing over \$3,800,000,000 in public facilities, company-wide in our history.

Our approach to the Fleet and Public Works Building project will be very similar to those we've employed on previous municipal, CM/GC projects. We intend to draw upon our previous project successes and practices to attain the desired result of completing the project in an economical manner while maintaining the highest level of quality and service, with the least amount of disruption to the nearby community.

FCI will work closely with members of Adams County and Stantec to ensure that the best interests of Adams County are kept at the forefront and we will provide guidance at every stage of the project, from design through successful completion.

We understand that command of technical issues alone does not assure successful project execution, and that we must also have a command of the non-technical and people issues. With that in mind, we begin every project with the goal of positioning all Team members to be successful. We identify early on in the design phase:

- Roles and responsibilities of each Team member.
- Goals and expectations of each Team member.
- All project stakeholders.
- Lines of reporting and communication.
- Critical project-related issues.

## Coordination and Cooperation with the Owner and the Design Professional

Our team proposes to be a valuable resource by utilizing the team approach during the design phase. Our Project Manager, Tom Boucha, engages in the project at the beginning of design phase and is the FCI main point of contact all the way through close out of the project.

Our Superintendent, Mike Reiman, also becomes an important piece of the pre-construction planning, pricing, and resource allocation process.

At the beginning of design phase, both the PM and Superintendent (Tom and Mike) will be available to provide valuable input in areas of their expertise relating to design, planning and construction. Bryan Hemeyer, Vice President of Estimating, will provide his oversight and management of the team during the design phase. Bryan will also become completely familiar with the project and be fully engaged by attending design meetings when appropriate and providing detailed reviews of each milestone estimate prior to being published.

Our Pre-Construction Manager, Dax Diaz, will be responsible for management of the FCI pre-construction team and attend all design meetings. He will oversee and lead the efforts for each phase of pre-construction, subcontractor solicitation and scope review. He will oversee the assembly of each milestone estimate. He will provide cost input for building systems and material selections to the design team throughout the design phase.

The Pre-Construction Team will provide a support role for Dax in any auxiliary actions that need to take place for maximum information availability during design. For example, they will attend design meetings when appropriate, assist with subcontractor solicitation and scope review and assembly of each milestone estimate. They will assist in product research, quantity takeoff and cost input for building systems and material selections to the design team throughout the design phase.

# Project Approach and Work Plan

Dax will have a turnover meeting with the Project Manager, Tom, to compare information and maximize project success. To guarantee that the information and understanding rendered during pre-construction meetings is present during construction, we will schedule weekly meetings with field staff.

Additionally, our field staff can readily access Prolog Manager, our web-based project management system to capture and manage project information from the field to the office. Our field personnel will establish and maintain open communication with clients through daily reports, open discussions about RFIs and solutions, and client follow up and confirmation.

## Design Development into a GMP and Construction Administration

FCI's proven approach to controlling cost, schedule and quality starts from day one of the design/pre-construction phase of the project.

Our team will engage with Stantec, engineers, and Adams County to provide continual feedback on systems and materials. With early discovery, FCI will identify potential long lead items, as well as pricing options to help move the project forward with savings opportunities while considering schedule and quality goals.

The Pre-Construction Team will create a baseline estimate as soon as possible to provide Adams County with a cost based upon the current documents. From that detailed baseline estimate, we will be able to focus in on scopes of the project that need the most attention, and begin working towards a target number everyone has agreed upon.

Due to the building occupancy needs, we will help the team to make decisions based upon those needs, while still maintaining budget goals. To arrive at the GMP, our Pre-Construction team will have completed take-offs in all trades, created scope sheets based on the bidding documents, and had conversations internally as well as with the subcontractor market.

We will also prepare a detailed project schedule, with both pre-construction/design phase and construction phase milestones and activities, including the coordination of moving operations around within the existing building in order to minimize construction impact on active court proceedings. It will become the benchmark against which all ensuing schedule-driven decisions will be made. This resulting schedule document will incorporate commitments made by all Team members with regard to pre-construction and construction activities as follows:

- Adams County – related to timely reviews and decisions
- Stantec – meeting commitments regarding design submittals
- FCI – meeting commitments for cost estimates and construction milestones

Other pre-construction activities undertaken by the FCI team are:

Detailed document/constructability reviews of the design documents. We will not only identify coordination issues and challenges, but more importantly, we will develop solutions. We look for critical issues such as:

- Development of a Logistics Plan including crane locations, staging/laydown areas, traffic flow, site access, parking, and protection of the public and property occupants
- Completeness and clarity of the design documents.
- Coordination of the design documents amongst disciplines
- Phasing or sequencing of the work – Minimizes impacts to neighbors and facility operations
- Pre-fabrication/Pre-assembly – Minimizes on site labor and can potentially shorten the construction schedule, usually with better quality control

We also view this part of our pre-construction services as the initial phase of our overall project quality assurance program.

Next FCI develops and initiates the Subcontractor Pre-qualification Plan, and Procurement Strategy, including identifying the sequence and number of Bid Package/Trade contracts.

# Project Approach and Work Plan

At this point we also work on developing the construction planning and sequencing strategy for the project and determine exactly how are we going to build it.

## Value Engineering

Next we initiate the Value Engineering (VE) process, including a VE report issued to the Team for review and action. Our approach to VE is not merely to cut cost but rather to enhance the value of the project through select revisions to items such as:

- Building systems selection
- Materials – selection/suitability and local availability
- Procurement strategies
- Constructability issues
- Longevity and durability
- Long-term maintenance cost analysis

Each of these views will be tempered with questions such as 'What are Adams County's needs?' and 'What options bring the greatest value to Adams County?'

Our pre-construction plan for managing the project cost, schedule and quality effectiveness entails a comprehensive and integrated management approach. To be successful, all parts of our management plan are carefully integrated with each other, ensuring that we provide:

- The Team with accurate information in a timely manner in order to make timely decisions
- Timely answers and solutions to critical questions and issues
- A proactive approach and process to managing budget, schedule and quality effectiveness issues
- A completely open-book process

Our hard work and proven approach have served us well. There are two documented facts that attest to the success of FCI's pre-construction phase services: 1) We have never failed to reach a mutually acceptable GMP with a client and 2) The final GMP estimates on our CM/GC projects have averaged about .79% below our previous estimates.

## Pre-qualification of Subcontractors

Pre-qualification of subcontractors is completed prior to bid time to optimize cost, quality and safety, and to verify necessary licenses, insurance and bonding. FCI is committed to bidding out each trade to a minimum of three subcontractors.

In order to ensure that each subcontractor will have the same level of information available to them, FCI will advertise, and make information about the project known to the general public. Subcontractors that are capable and compatible with bidding the project will be contacted by email at least two weeks before the bid day. This is an Invitation to Bid offering information about the project and a contact name and number at our office if the receiver is in need of any further information.

Using this method allows all subcontractors contacted an equal chance to participate in bidding, if they are interested. If a business does not respond to email, FCI's estimators will contact the company by phone and determine their interest in the project. (We will then provide documents in accordance with sensitive secure information policies necessary for all bidders to complete a thorough and accurate bid for their scope of work.) This will eventually narrow down the selections by trade, quality, expertise, by geographical area or simply to those companies that are interested in bidding on the project. In addition, FCI will use the services of publications such as the Denver Post, as well as Internet plan rooms and our website.

If desired, an advertised pre-bid meeting will be held, open to all interested bidders, to explain bid procedures and requirements throughout the project. Documentation procedures and forms as well as pre-qualification processes will be discussed.

Please see potential subcontractor list in the Documents for Evaluation Criteria section, page 22.

# Project Approach and Work Plan

## Scope, Quality, Budget, and Schedule Management

With the start of work on site, we take our project execution plan developed during the pre-construction phase, coupled with our corporate policies and procedures (tailored to the specifics of this project), to keep tight control of cost, schedule and quality effectiveness. A discussion of our detailed approach to each follows:

### **Cost Tracking**

Accurate and timely cost control data is critical in maintaining the project budget. FCI has realized steady, consistent growth due to our ability to track costs accurately. The following is a brief outline of how our costs are collected and reported to the Construction Team.

#### Job Cost Set Up

After the budget has been established, a job cost control is set up in CSI format allocating dollars to budget codes for specific tasks including labor, material, subcontractors and suppliers. These budgets are then distributed and reviewed by field personnel authorized to purchase material and administrate subcontracts.

#### Labor Costs

All FCI labor is collected and cost coded by the Project Superintendent. This information is then reviewed and approved by the Project Manager and turned over to our Payroll Manager, who enters the data to run payroll. Once this data is entered, a job labor report is generated and distributed to the Project Manager and Project Superintendent on a weekly basis. The report is reviewed for accuracy and potential overruns at an early stage when corrective action measures can be implemented to mitigate cost overruns. This allows FCI's team to manage labor costs effectively and maintain the overall labor budgets.

#### Supplier and Material Costs

All purchased material invoices are collected by the Project Superintendent and checked for quantity and pricing. The Superintendent then codes and forwards them to the Project Manager. The Project Manager checks for accuracy and correct coding, he approves them and forwards them to accounting for processing.

Supplier Applications for Payment are received in the home office and are directed to the Project Manager. The Project Manager checks against current Purchase Agreement amounts and previously paid amounts to verify with the Superintendent that the material is on site, undamaged and is properly stored. He then cost codes the Pay Application and forwards it to accounting for processing.

Subcontractor Pay Applications are handled in much the same way as Supplier Pay Applications. The only difference is their current work status and schedules are reviewed to ensure that all work is on schedule and consistent with the amount requested. If work is behind schedule the payment process may be delayed until that Subcontractor implements a recovery plan. The Pay Request is then forwarded to accounting for processing. Accounting also checks the current application against current subcontract amounts and previous pay requests to avoid any errors.

Once all the above cost data is collected and entered, a job cost variance report is generated on or about the 10th of each month. This report is distributed to the Project Manager and Superintendent for review. The Project Manager or Superintendent may also request a job history report for further scrutiny. The job history report details every transaction for a particular project.

The above system serves as a check and balance to ensure accurate and timely cost reports, which are essential to the overall success of a project. All of these reports will be made available to Adams County upon request.

# Project Approach and Work Plan

## Scheduling Approach

FCI's project schedule control system begins with the Project Manager and Superintendent's analysis of the scope of work to be completed. This analysis allows FCI to obtain a clear understanding of each portion of the project, which leads to a list of all necessary pre-construction and construction activities.

After these activities are identified, they are linked using predecessor-successor relationships. The final stage in system development involves processing all relevant information in FCI's Primavera Professional (P6) scheduling management software to produce a Critical Path Method (CPM) schedule. The CPM schedule allows us to isolate the essential project work per week and to make sure that non-essential items do not interfere with essential items. P6 is highly sophisticated, yet easy to understand, and has vast capability in project development, display and management layouts.

In addition to the CPM schedule, 'Three Week Short Interval' schedules are prepared by the Superintendent for weekly subcontractor coordination meetings. Short interval schedules enable our Subcontractors to be certain of start and finish dates, permitting them to manage their resources effectively.

Project schedules are updated monthly by entering actual start and finish dates, as well as percentage of work completed, per activity, and then recalculating the schedule. Continual monitoring of actual progress relative to planned progress allows FCI to assess potential and actual impacts to the schedule and to determine necessary corrections.

## Quality Control Methodology

The procedures listed below outlines FCI's method of subcontractor coordination, project construction management and quality control.

- Pre-qualification of subcontractors is completed prior to bid time to optimize cost, quality and safety, and to verify necessary licenses, insurance and bonding.
- Subcontract schedules are integrated into the project master schedule so work may be performed in a productive and cost-effective manner with limited interference.
- Legally binding subcontracts clearly define the scope of work, terms and conditions, and milestone dates.
- Coordination of subcontracts between various crafts enhances communication and cooperation. Close monitoring ensures that standards of safety, quality and performance are met.
- Subcontract costs are committed when the subcontract is written, providing early cost control.
- A schedule of values is developed for invoicing.
- Subcontract progress is verified and accurate, and payments (less retention) are made in a timely fashion. Lower tier lien releases are required.

FCI's Subcontractor Management/Quality Control program is designed to provide supervision, inspection and testing of all items of work, including that of suppliers and subcontractors, to ensure compliance with applicable specifications and drawings. Compliance applies to FCI-furnished equipment, materials, workmanship, construction, finish, functional performance and identification.

# Project Approach and Work Plan

Prior to the commencement of construction activities, a pre-installation meeting will be conducted by FCI with the subcontractors. We communicate and establish the ground rules for workmanship. In numerous cases, mock-ups will be constructed by the respective subcontractors. The mock-ups are inspected and reviewed for quality and conformance with the design documents. Once approved, these become the benchmarks against which all further work can be measured for quality conformance. In addition, weekly coordination meetings with subcontractors are conducted by FCI's Superintendent. This is another means of providing direction regarding expectations for overall quality workmanship, final detailing and trim out.

## Warranty

It is FCI's goal to exceed our clients' expectations. That is why we take a proactive approach to warranty work or any potential post-construction issues. We will periodically visit with the maintenance staff to develop an open line of communication. This promotes early detection of any issues that may come up, so they can be addressed promptly before they impact building operations or systems.

FCI will be accountable for all warranty claims within the first year after substantial completion. We, or the appropriate subcontractor, will return for one year to repair or replace any unsatisfactory portion of the work. At the end of the project, written warranties, as required by the specifications, will be given to Adams County as specified within the contract. In addition to periodic post-construction communication and site visits, FCI schedules an 11-month walkthrough with you and your staff, as appropriate, to identify any issues prior to warranty expiration.

## Resource Management/Project Staffing

The staffing organizational chart within this proposal represents the level of core staff necessary to accomplish your project. We will supplement with craft workers or added supervisory personnel as needed to accomplish the project goals in terms of schedule. This is planned in conjunction with the subcontractor trades awarded contracts with us for various portions of the work. We discuss labor and material resource availability during the pre-construction phases in order to anticipate needs during construction.

## Confirmation of Current Schedule and Budget/ Identification of Risks

FCI proposes a 30-month schedule based on our evaluation of the project details and our experience with similar successful projects. See preliminary schedule on page 27. FCI agrees with the proposed cost-of-work budget of \$31 Million.

The risks or challenges likely for this project consist of working on an occupied campus that must be kept operational and running 24/7 to serve the community. We have solved this challenge on multiple projects by creating a phased staging plan which includes owner parking/storage along with amenities such as block heaters for vehicles, access control, storage for seasonal equipment, and a clear separation of construction from owner activities.

Locating the stockpile of over-excavated soils during the recommended over-excavation below all structures may also be challenge. We faced this identical challenge on our 14-acre Town of Windsor Public Works project, and were able to develop a detailed phasing plan to accomplish over-excavation of the entire site, without delaying the schedule.

Traffic Control is another challenge to keep the community members, Adams County employees, and the construction team safe throughout the duration of the project. Our traffic control designs will be coordinated thoroughly with the entire team focusing on the exit and entry of both the Adams County fleet and the construction traffic to avoid accidents and keep the community safe.

# Fee Proposal Narrative

## Development of the GMP

The process with which we reach our Guaranteed Maximum Price (GMP) is described in the previous section, beginning on page 6.

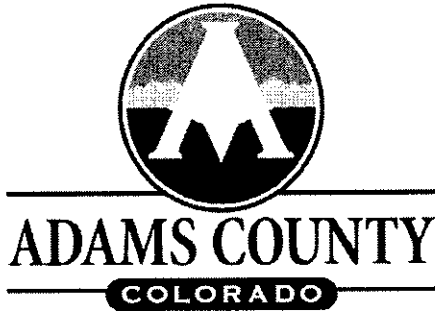
Our General Conditions and Requirements are developed for each project based upon a variety of factors, such as:

- Duration of the work / preliminary schedule requirements
- Size and location of the project
- Size of the site and ability to mobilize effectively (jobsite trailer, construction parking and lay-down areas)
- Phasing requirements
- Whether a building is occupied during construction activities
- Manpower necessary for supervision, safety and administrative requirements
- LEED or sustainable construction requirements
- Jurisdictional mandates and permitting needs
- The effect adverse weather conditions may have on the project schedule

Each of these elements are taken into consideration when developing each budget, to ensure our clients' expectations are met.

## Clarifications and Exceptions

FCI takes no exceptions to the proposed agreement.



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: Jen Tierney Hammer  
Lead Contract Specialist  
RFP-JTH-2019.301

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.

FCI Constructors, Inc.  
\_\_\_\_\_  
Contractor Name

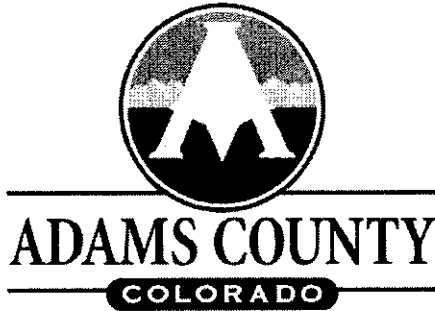
Bryan Hemeyer  
\_\_\_\_\_  
Printed or Typed Name

  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

January 29, 2019  
\_\_\_\_\_  
Date

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



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

## REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

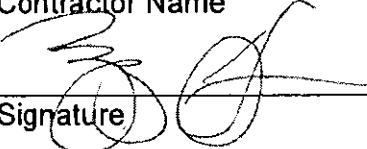
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

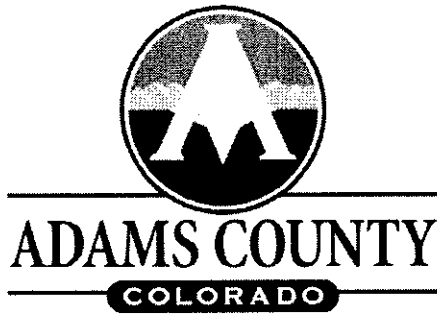
If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

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): 1

FCI Constructors, Inc.	January 29, 2019
Contractor Name	Date
	Bryan Hemeyer
Signature	Printed Name
Vice President	
Title	
4015 Coriolis Way	
Address	
Frederick, CO 80504	Weld
City, State, Zip Code	County
970-535-4725	970-535-4867
Telephone	Fax
bhemeyer@fciol.com	
Email	

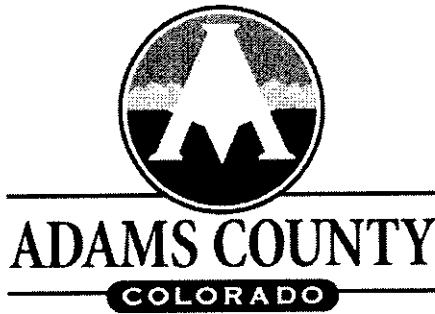


Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## 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:

<b>Company Name</b>	Town of Parker
<b>Address</b>	20120 E Mainstreet, Parker, CO 80134
<b>Reference Name</b>	Bob Exstrom
<b>Reference Email Address</b>	bexstrom@parkeronline.org
<b>Telephone Number</b>	303-840-9546
<b>Project Name</b>	Parker Public Works Facility
<b>Value</b>	\$12,985,000
<b>Company Name</b>	Town of Windsor
<b>Address</b>	301 Walnut St, Windsor, CO 80550
<b>Reference Name</b>	Terry Walker
<b>Reference Email Address</b>	twalker@windsorgov.com
<b>Telephone Number</b>	970-674-5416
<b>Project Name</b>	Windsor Public Works and Parks Facility
<b>Value</b>	\$13,493,632
<b>Company Name</b>	Williams County, North Dakota
<b>Address</b>	PO Box 2047, Williston, ND 58802
<b>Reference Name</b>	Dennis Nelson
<b>Reference Email Address</b>	dennison@co.williams.nd.us
<b>Telephone Number</b>	701-577-4521
<b>Project Name</b>	Williams County Highway Department Complex
<b>Value</b>	\$18,596,397



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

**REQUEST FOR PROPOSAL  
TERM OF ACCEPTANCE FORM**

Request for Proposal # RFP-JTH-2019.301

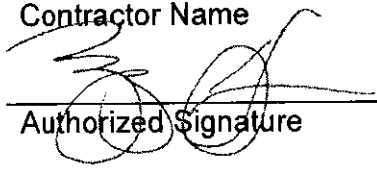
I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision 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.

FCI Constructors, Inc.

**Contractor Name**

  
**Authorized Signature**

Bryan Hemeyer

**Printed Name**

Vice President

**Title**

January 29, 2019

**Date**

## Tom Boucha Project Manager

IN INDUSTRY: 22 YEARS  
WITH FCI: 10 YEARS



### EDUCATION

Architecture & General  
Studies  
Northern Michigan University

First Aid and CPR  
OSHA 30-hour Training  
Stormwater Management  
Training

### REFERENCES

Bob Exstrom  
Town of Parker  
(303) 840-9546  
bexstrom@parkeronline.org

Debra Scott  
Sunrise Community Health, Inc.  
(970) 350-4606  
dscott.sunrise@nocoha.org

William Welch  
William T Welch Company LLC  
(970) 215-4099  
wwelch@wmtwelch.com

Terry Walker  
Town of Windsor  
(970) 674-5416  
twalker@windsorgov.com

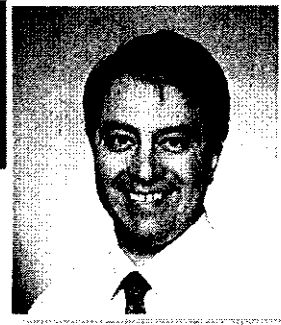
Tom's experience is diverse and extensive, and includes both complex renovation and addition projects, as well as brand new, multi-million dollar, secured facilities. Tom's strengths as a team builder and motivator, always encourages the people around him to perform at their best. The relationships he cultivates with his clients and partners are built to last.

### REPRESENTATIVE PROJECTS

- Windsor Public Works/Parks Facility - Windsor, CO [\$13,493,632]
- Parker Public Works Facility - Parker, CO [\$12,985,127]
- Halliburton Ft Lupton Service Center, Maintenance Shop/Office - Fort Lupton, CO [\$51,117,549]
- Joint Forces Readiness Center Complex - Cheyenne, WY [\$41,471,791]
- Bishop International Airport Snow Removal Equipment Facility - Flint, MI\*
- Macomb County Public Works Facility - Mt Clemens, MI\*
- Parker Public Works Canopy Roof Membrane - Parker, CO [\$43,752]
- Blue Federal Credit Union - Broomfield - Broomfield, CO [\$30,478]
- Eaton Area Community Center - Eaton, CO [\$24,208,537]
- APS - Boston K-8 Replacement School - Aurora, CO [\$8,782,727]
- Blue Federal Credit Union - East Drake - Fort Collins, CO [\$3,704,086]
- St. Theresa Catholic Church - Frederick, CO [\$3,600,000]
- Wells Fargo - Westminster Crossing - Westminster, CO [\$1,399,762]
- Sunrise Family Dental Greeley - Greeley, CO [\$337,304]
- Parker Schoolhouse Gym/Kitchen Demo - Parker, CO [\$138,095]
- Chimney Park Winter Heat & Renovation - Windsor, CO [\$33,417]
- Halliburton Brighton Building A Remodel - Brighton, CO [\$265,211]
- Blue Federal Credit Union - West Mountain - Fort Collins, CO [\$356,044]
- Cornerstone Baptist Church Repair - Windsor, CO [\$21,236]

## Dax Diaz, LEED® AP Pre-Construction Manager

IN INDUSTRY: 17 YEARS  
WITH FCI: 6 YEARS



### EDUCATION

BS Kinesiology/  
Biomechanics  
University of Colorado

Advanced Estimating  
Certification  
First Aid and CPR  
OSHA 10-hour Training

### REFERENCES

Kari-elin Mock  
Cunningham Group  
(720) 360-4577  
kmock@cunningham.com

Merlin Maley  
Stantec/RNL  
(303) 295-1717  
merlin.maley@stantec.com

Michael Hall  
Inline Management  
(303) 526-7928  
mhall@inlinemanagement.com

Bob Exstrom  
Town of Parker  
(303) 840-9546  
bexstrom@parkeronline.org

Dax joined FCI's pre-construction team in 2012, bringing 11 years of related experience with him. The benefits of having Dax on the team include his expertise in critical timing, his relationships with subcontractors, his ability to work openly with user groups, and his aptitude for accuracy in pricing scenarios. He typically works with his clients from concept to construction mobilization.

### REPRESENTATIVE PROJECTS

- Parker Public Works Facility - Parker, CO [\$12,985,127]
- Peoria Service Center Improvements Phases I and II - Centennial, CO [\$2,586,994]
- TIC Training Center & Offices - Aurora, CO [\$14,542,067]
- Clear Creek Metro Recreation Center - Idaho Springs, CO [\$6,751,522]
- Hi Plains School District New PK-12 - Siebert, CO [\$14,673,311]
- PSD - Beattie Elementary School - Fort Collins, CO [\$1,033,374]
- PSD - Putnam Elementary Renovations 2014 - Fort Collins, CO [\$688,343]
- DPS - Samuels Elementary School Renovations - Denver, CO [\$2,848,106]
- BVSD - Meadowlark PK-8 School - Erie, CO [\$32,690,618]
- 27J New Reunion Elementary School - Commerce City, CO [\$16,764,637]
- SVVSD - New Erie K-8 School - Erie, CO [\$40,244,152]
- SVVSD - New Innovation Center - Longmont, CO [\$17,374,298]
- AD50 - Westminster High School - Westminster, CO
- APS - Vista PEAK High School - Aurora, CO
- Breckenridge Recreation Center Roof Repair - Breckenridge, CO
- Brown Palace Hotel Remodel - Denver, CO
- BVSD - Columbine Elementary School - Boulder, CO
- BVSD - Louisville Elementary School Add/Ren. - Louisville, CO
- BVSD - Louisville MS Addition/Renovation - Louisville, CO
- BVSD - Manhattan School of the Arts Addition/Renov - Boulder, CO
- BVSD - Nevin Platt Middle School Renovations - Boulder, CO
- CSM - Marquez Hall - Golden, CO

# Mike Reiman

## Project Superintendent

IN INDUSTRY: 40 YEARS  
WITH FCI: 2 YEARS



### EDUCATION

16-Hour Asbestos Hazard  
Response (AHERA)  
First Aid and CPR  
OSHA 10-hour Training  
Stormwater Management  
Training

### REFERENCES

Dan Shafer  
North Point, Inc.  
(303) 638-6387  
dan@npbuilding.com

Matthew Evanoff  
Adams County  
(303) 835-5675  
mevanoff@adcogov.org

Mike Holub  
Adams County  
(303) 654-3327  
mholub@adcogov.org

Charles Zachemsky  
Boulder Valley School District RE2  
(BVSD)  
(720) 561-5954  
charles.zachemsky@bvsd.org

Ginger Ramsey  
Boulder Valley School District RE2  
(BVSD)  
(720) 561-8100  
ginger.ramsey@bvsd.org

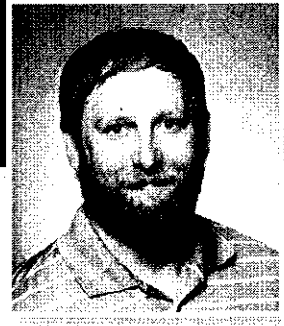
Mike has extensive history with multi million-dollar commercial construction projects. Mike has completed several projects for a variety of clients and his diverse experience with multiple project-types will benefit your project. Mike is accomplished, results driven, and highly successful with the execution of contract nuances to ensure that a high quality project is completed on time and meets budgetary goals.

### REPRESENTATIVE PROJECTS

- Adams County Justice Center Buildout Phase II - Brighton, CO [\$5,153,888]
- BVSD - Broomfield High School Improvements - Broomfield, CO [\$15,373,266]
- CSU - Transit Center - Ft Collins, CO
- Erie Town Hall - Erie, CO
- Johnstown Town Hall - Johnstown, CO
- City of Fort Collins, Harmony Park - Ft Collins, CO
- SVVSD - Clover Basin Refrigeration - Longmont, CO [\$239,483]
- SVVSD - ESC Support Center & Maintenance Bldg - Longmont, CO [\$562,278]
- CSU - Computer Sciences Building - Ft Collins, CO
- CSU - Green Hall - Ft Collins, CO
- CSU - Industrial Sciences Building - Ft Collins, CO
- CSU - Locker Room Renovations - Ft Collins, CO
- CSU - Student Recreation Center Expansion - Ft Collins, CO
- Dick's Sporting Goods Stores - CO
- Marriott Hotels - CO
- Multiple King Soopers/City Market Stores - CO
- Remax Stapleton Building - Denver, CO
- SDSM - Paleontology Research Laboratory - SD

## **Tyler Zachman** **Assistant Superintendent**

**IN INDUSTRY: 8 YEARS**  
**WITH FCI: 2 YEARS**



### **EDUCATION**

BS Construction  
Management  
Kansas State University

Bobcat/Forklift Certification  
First Aid and CPR  
Hilti/Ramset Certified  
OSHA 30-hour Training  
Snorkel Lift Certification  
TECS Certification

### **REFERENCES**

Terry Walker  
Town of Windsor  
(970) 674-5416  
twalker@windsorgov.com

Randell Johnson, AIA LEED® AP  
Infusion Architects  
(970) 775-2925  
randell.johnson@  
infusionarchitects.com

David Dorn  
Open Studio Architecture  
(303) 476-0074  
david@openstudioarchitecture.  
com

Jason Fisher  
The Lighting Agency  
(303) 455-1012  
jfisher@thelightingagency.com

Tyler will be responsible for the physical construction of the project, including general coordination, planning and scheduling of subcontractors and FCI crews, and quality control to ensure total project success. His recent history with this proposed team in completing the Windsor Public Works facility offers you a field leader with knowledge of similar systems and a strong relationship with the internal team.

### **REPRESENTATIVE PROJECTS**

- Windsor Public Works/Parks Facility - Windsor, CO [\$13,493,632]
- City of Louisville Service Center - Louisville, CO
- Parker Schoolhouse Gym/Kitchen Demo - Parker, CO [\$138,095]
- Chimney Park Winter Heat & Renovation - Windsor, CO [\$33,417]
- EdgeConnex Data Hall 2 (CO) - Englewood, CO [\$949,442]
- King Soopers #123 - Denver, CO
- Manhattan High School - Manhattan, KS
- Natrona County High School - Casper, WY
- Natrona County High School Student Fitness & Activity Center - Casper, WY
- The Lighting Agency - Denver, CO

# Documents for Evaluation Criteria

## Colorado Certificate of Good Standing

### OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

## CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

FCI CONSTRUCTORS, INC.

is a

Corporation

formed or registered on 07/14/1978 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871352010 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2019 that have been posted, and by documents delivered to this office electronically through 01/11/2019 @ 12:29:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/11/2019 @ 12:29:17 in accordance with applicable law. This certificate is assigned Confirmation Number 11323651 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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

# Documents for Evaluation Criteria

## Comparable Completed Projects

Project:	Windsor Public Works Facility
Location:	922 15th St, Windsor, CO
Client:	Terry Walker Town of Windsor 922 15th St Windsor, CO 80550 303-674-5416 twalker@windsorgov.com
Final Cost:	\$13,493,632
Building Size:	53,000 SF on 24 acres
Delivery Method:	CM/GC
Completion Date:	November 2017

Project:	Parker Public Works Facility
Location:	12285 Tammy Lane, Parker, CO
Client:	Bob Exstrom Town of Parker 20120 Mainstreet Parker, CO 80134 303-840-9546 bexstrom@parkeronline.org
Final Cost:	\$12,985,127
Building Size:	49,412 SF on 13.7 acres
Delivery Method:	CM/GC
Completion Date:	May 2015

Project:	Halliburton Service Center, including Vehicle Maintenance Shop and Offices
Location:	2990 WCR 27, Ft Lupton, CO
Client:	Thomas Johnson Halliburton 2990 WCR 27 Ft Lupton, CO 80621 303-655-4785 thomas.johnson@halliburton.com
Final Cost:	\$51,117,549
Building Size:	440,000 SF on 57 acres
Delivery Method:	Design/Build
Completion Date:	February 2013

Project:	Avon Regional Transportation Facility
Location:	500 Swift Gulch Rd. Avon, CO
Client:	Justin Hildreth Town of Avon PO Box 975 Avon, CO 81620 970-748-4045 jhildreth@avon.org
Final Cost:	\$10,477,823
Building Size:	36,000 SF on 5 acres
Delivery Method:	CM/GC
Completion Date:	December 2013

Project:	Williams County Highway Complex
Location:	5218 141st Avenue NW, Williston, ND
Client:	Dennis Nelson Williams County PO Box 2047 Williston, ND 58802 701-577-4521 dennison@co.williams.nd.us
Final Cost:	\$18,623,086
Building Size:	63,722 SF on 40 acres
Delivery Method:	CM/GC
Completion Date:	December 2015

# Documents for Evaluation Criteria

## Recommended Subcontractors

TRADE	SUBCONTRACTORS
DEMOLITION	
	BLACK BEAR CONSTR. SERVICES
	DYNAMIS DEMO
	HILLEN
	HUDSPETH & ASSOCIATES
	MP CONTRACTING
	SUPERIOR CONTRACTORS, INC
CONCRETE FOUNDATIONS	
	AP CONSTRUCTION
	J.O.B CONCRETE
	JB CONCRETE SERVICES
	RJR ENTERPRISES
	TOTAL CONCRETE SERVICES
	THREE BROTHERS CONCRETE
INTERIOR FLATWORK	
	MARROU
	TOTAL CONCRETE SERVICES
	THREE BROTHERS CONCRETE
	TOP GUN CONCRETE
STRUCTURAL PRECAST	
	FORTERRA
	ROCKY MOUNTAIN PRESTRESS
	STRESSCON / ENCON UNITED
CONCRETE - SUPPLY	
	AGGREGATE INDUSTRIES
	BESTWAY CONCRETE
	BRANNAN SAND & GRAVEL
	MARTIN MARIETTA
MASONRY	
	A.P. EBERLEIN
	AMMEX
	BIG HORN MASONRY
	COMMERCIAL MASONRY SPEC.
	JORGENSEN CONSTRUCTION, INC
STRUCTURAL STEEL	
	BARTON SUPPLY
	FRONT RANGE STEEL

TRADE	SUBCONTRACTORS
	HIGH PLAINS STEEL SERVICES
	HME, INC.
	MIDWEST STEEL
	RON'S WELDING & FABRICATION
	ST. THOMAS STEEL
	ZIMKOR INDUSTRIES
ROOFING	
	ARAPAHOE ROOFING & SHEETMETAL
	B & M ROOFING
	BAUEN ROOFING
	BLACK ROOFING
	DOUGLASS COLONY
	FLYNN SOUTHWEST
	FRONT RANGE ROOFING SYSTEMS
	ROOF CHECK, INC.
	UNITED MATERIALS
ALUMINUM STOREFRONT / CURTAINWALL	
	ARCHITECTURAL CONCEPTS
	COLORADO WINDOW SYSTEMS
	COMMERCIAL GLASS
	CUTTING EDGE GLASS
	EAP GLASS
	FRONT RANGE COMMERCIAL
	HORIZON GLASS COMPANY
FRAMING AND GYP BOARD	
	COPPER SPRING SOLUTION
	C&S DRYWALL, INC
	DELMC BUILDERS INC
	DELTA DRYWALL
	DRYWALL SERVICES, INC
	E&K DRYWALL OF DENVER
	FENIMORE DRYWALL
	ICI
	JOHN LOW LPD, INC
	PHASE 2 COMPANY

# Documents for Evaluation Criteria

TRADE	SUBCONTRACTORS
FIRE SUPPRESSION	
	AMERICAN SPRINKLER, INC
	FRONT RANGE FIRE PROTECTION
	FRONTIER FIRE PROTECTION
	L. NOTHHAFT & SONS
	WESTERN STATES FIRE
PLUMBING & HVAC	
	AMI MECHANICAL
	BRACONIER
	CENTRAL MECHANICAL
	DESIGN MECHANICAL
	KUCK MECHANICAL
	M TECH
	MECHANICAL & PIPING INC
	MIDLANDS MECHANICAL
	PARKER SHEETMETAL
	RK MECHANICAL
	ROGERS AND SONS INC
	TRAUTMAN & SHREVE
	US ENGINEERING
ELECTRICAL	
	ADK ELECTRIC CORP
	BERGELECTRIC CORP
	BRET'S ELECTRIC
	CARLTON ELECTRIC
	CORE ELECTRIC
	DURO
	GREGORY ELECTRIC
	KENNY ELECTRIC
	MALM ELECTRIC
	MERIT ELECTRIC
	MONTGOMERY ELECTRIC
	WEIFIELD GROUP

TRADE	SUBCONTRACTORS
ASPHALT PAVEMENT	
	AGGREGATE INDUSTRIES
	A-ONE CHIPSEAL
	APEX PAVEMENT SOLUTIONS
	ASPHALT COATINGS COMPANY
	BRANNAN SAND AND GRAVEL
	CASI
	MARTIN MARIETTA
EARTHWORK & UTILITIES	
	C.C.S.I
	DIAMOND EXCAVATING
	DUNRITE EXCAVATION
	DYER CONSTRUCTION
	EZ EXCAVATING
	FRONT RANGE EXCAVATION
	GILBERT CONTRACTING
	H&H EXCAVATION
	LIGHTNING VENTURES
	NELSON PIPELINE
	NRE EXCAVATING
	R&D PIPELINE
	RIO EXCAVATING
	ROBERTS EXCAVATING
	T&R CONCRETE & EXCAVATION
	TRISTON CONSTRUCTION

Subcontractors will be finalized during the GMP bidding process.

# Documents for Evaluation Criteria

## Logical Project Approach

Please see our phasing approach starting on page 28.

## Interpretation of Key Elements of the Project

The critical elements to a project of this type include:

- Overhead indoor cranes
- Radiant floor systems
- Pre-Cast building
- Pre-engineered metal buildings
- Occupied phased campus
- Wash bays (automated and non)
- Lube and oil systems
- Lifts (2 post, 4 posts, and parallelogram lifts)
- Being great "neighbors" (good working relationships building in close proximity to residential neighborhoods)
- Hotsy coordination
- Coordination of indoor overhead equipment (crane, lube reels, radiant heaters, lights, fans, garage doors)
- Placement of slab-on-grade after building is erected in fleet due to unique floor

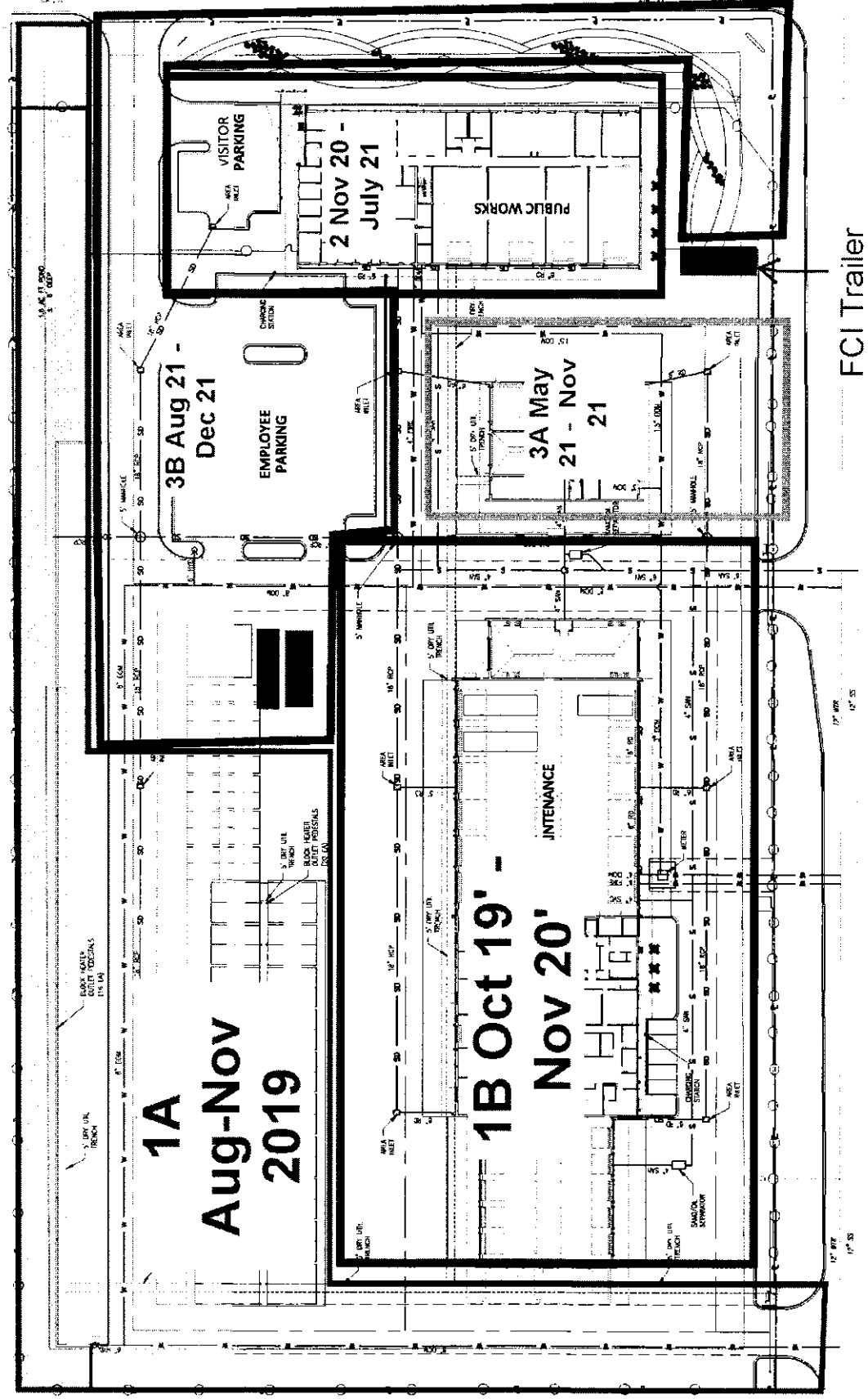
Early coordination efforts are needed for the pre-cast structure to ensure the shop drawing process is completed in a timely manner. This will include the overhead crane, lube reels, lights, large fans, and all penetrations. The wash bay hollow core roof panel will require structural reinforcing location coordination and pre-drilling for the ceiling-mounted equipment and penetrations. These items must be coordinated up front to avoid unnecessary field modifications and costs. The slab on grade will be placed after the building is erected and overhead work is complete at the Fleet Building to protect the white quartz floor finish.

The items listed above are all within our realm of experience, and we will work closely with Adams County and Stantec to make timely decisions related to each.

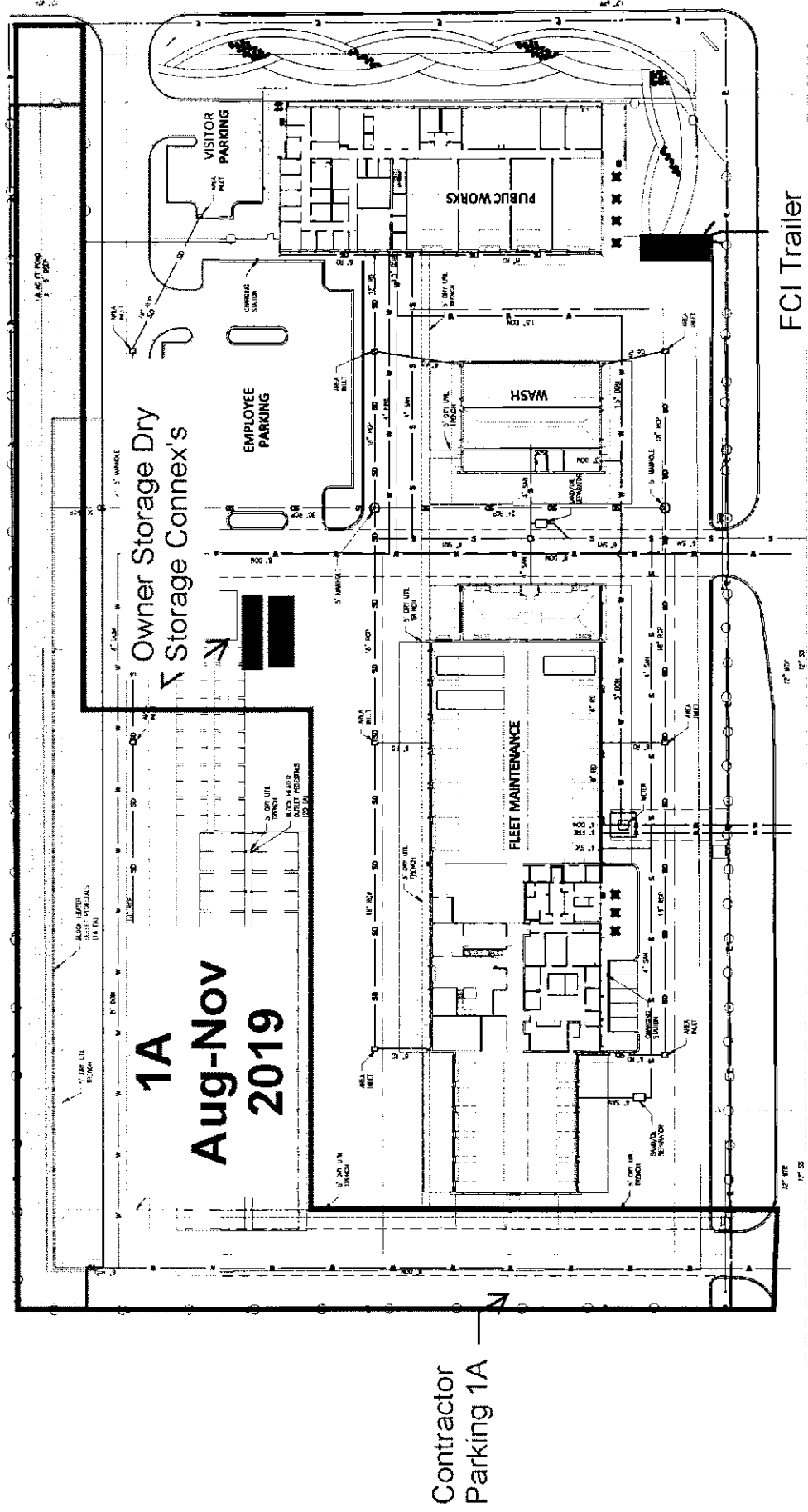
# Preliminary Schedule

	2019												2020												2021											
	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			
Design and Pre-Construction																																				
Foundation/Utilities Permit																																				
Utilities/Pond (Phase 1A)																																				
Fleet Building (Phase 1B)																																				
Public Works Building (Phase 2)																																				
Wash Building (Phase 3A)																																				
Paving/Landscaping (Phase 3B)																																				
Final Closeout/Turnover																																				

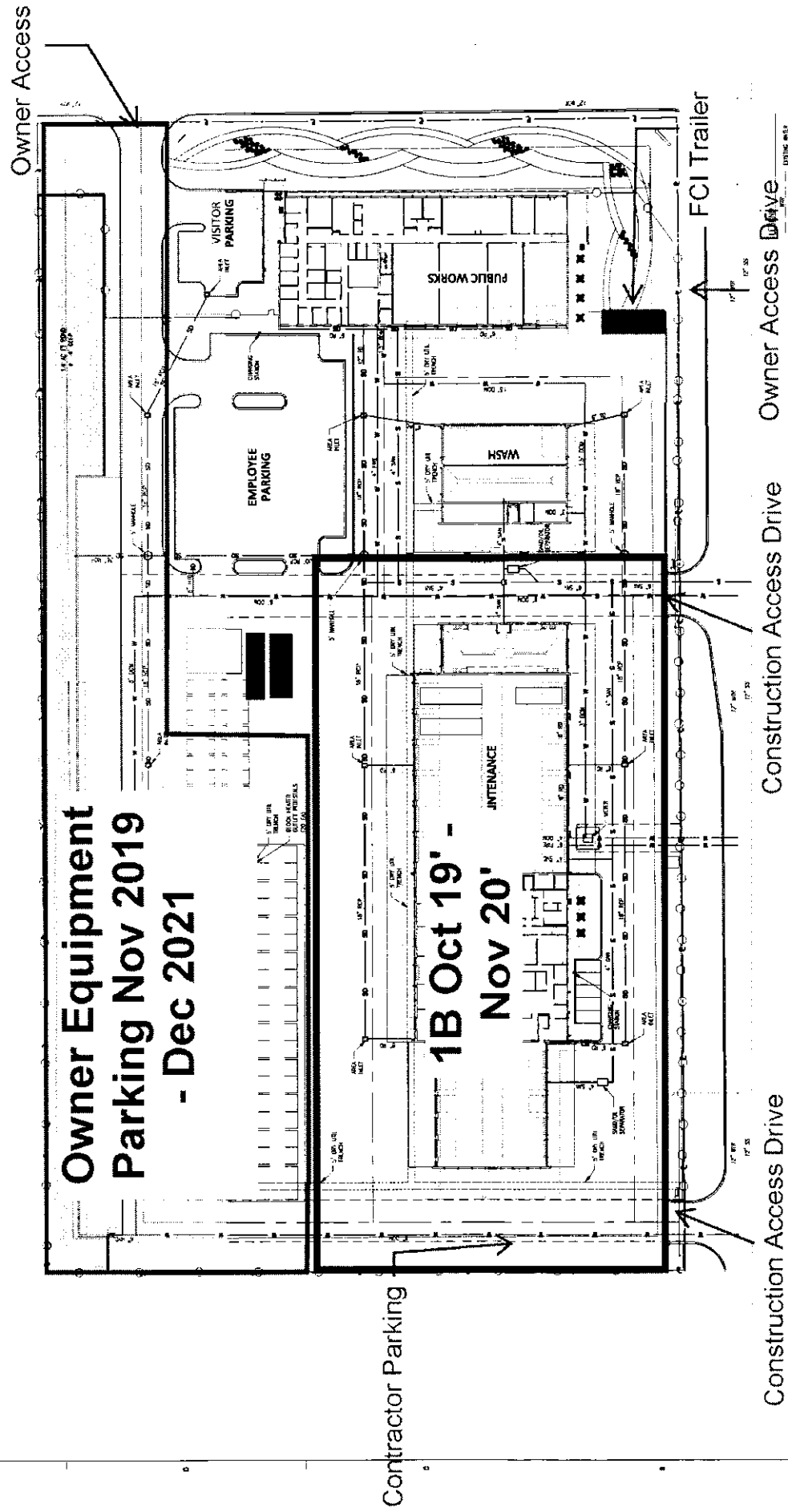
# Overall Phasing Plan



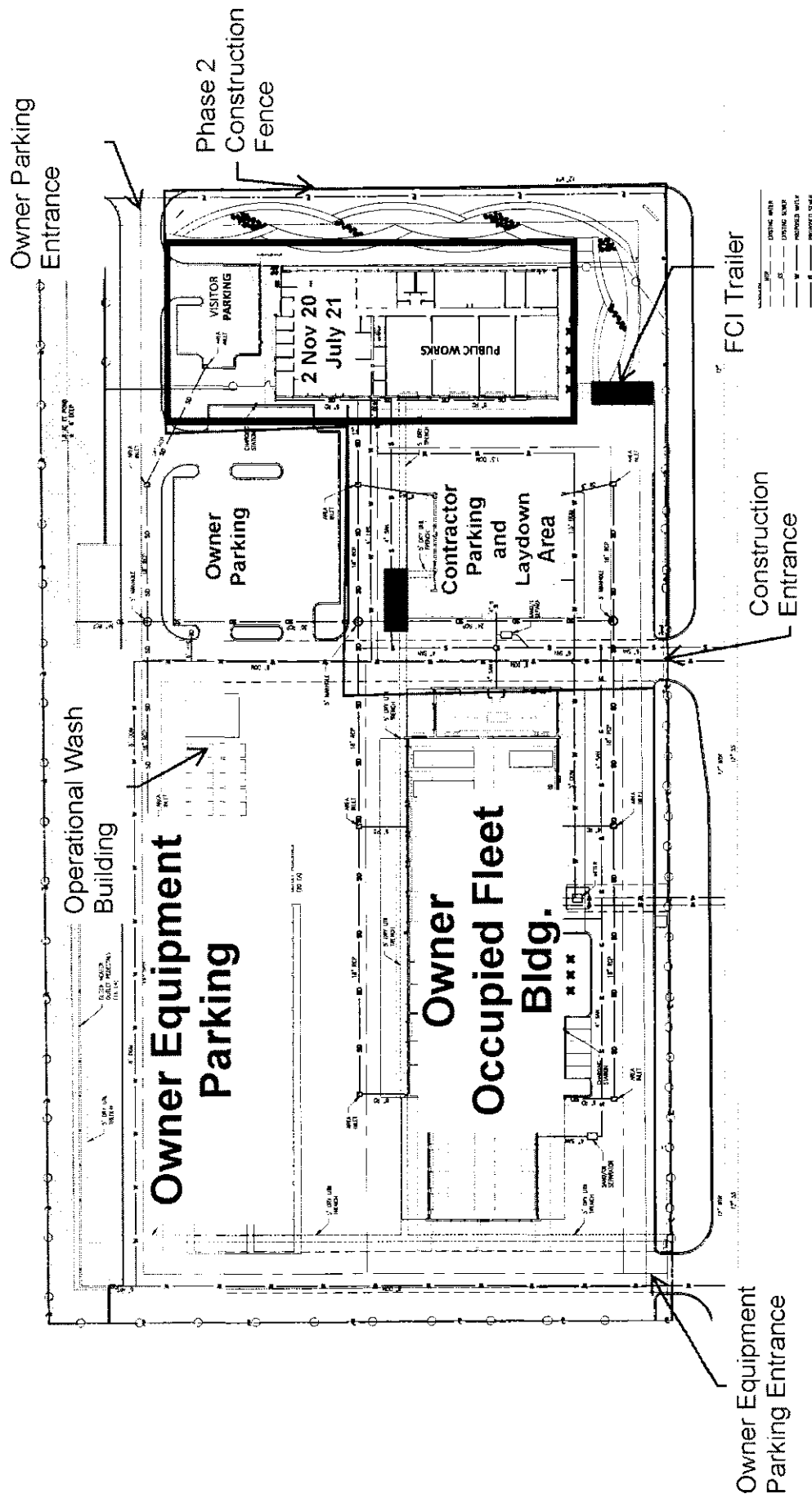
# Phase 1A



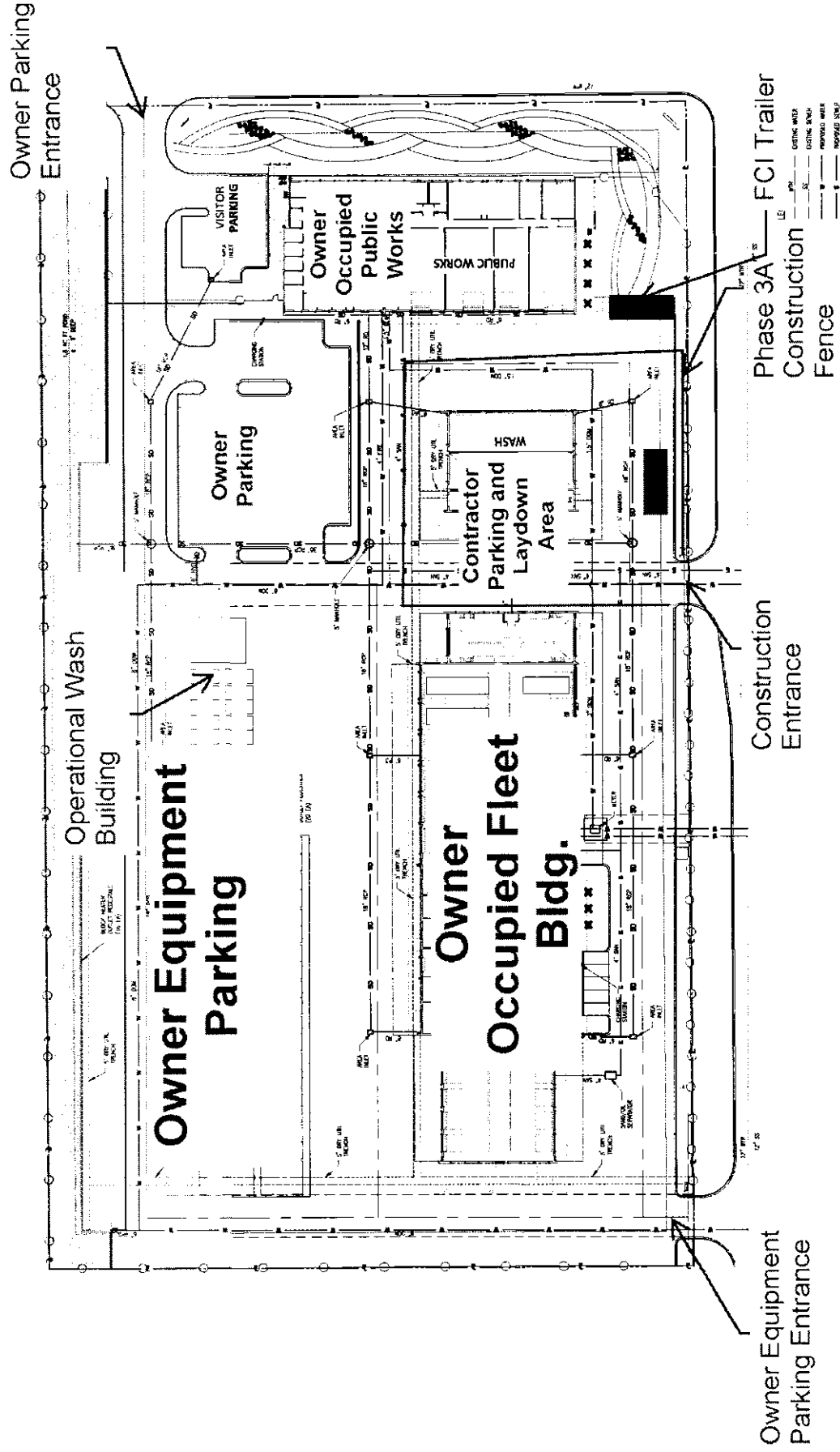
# Phase 1B



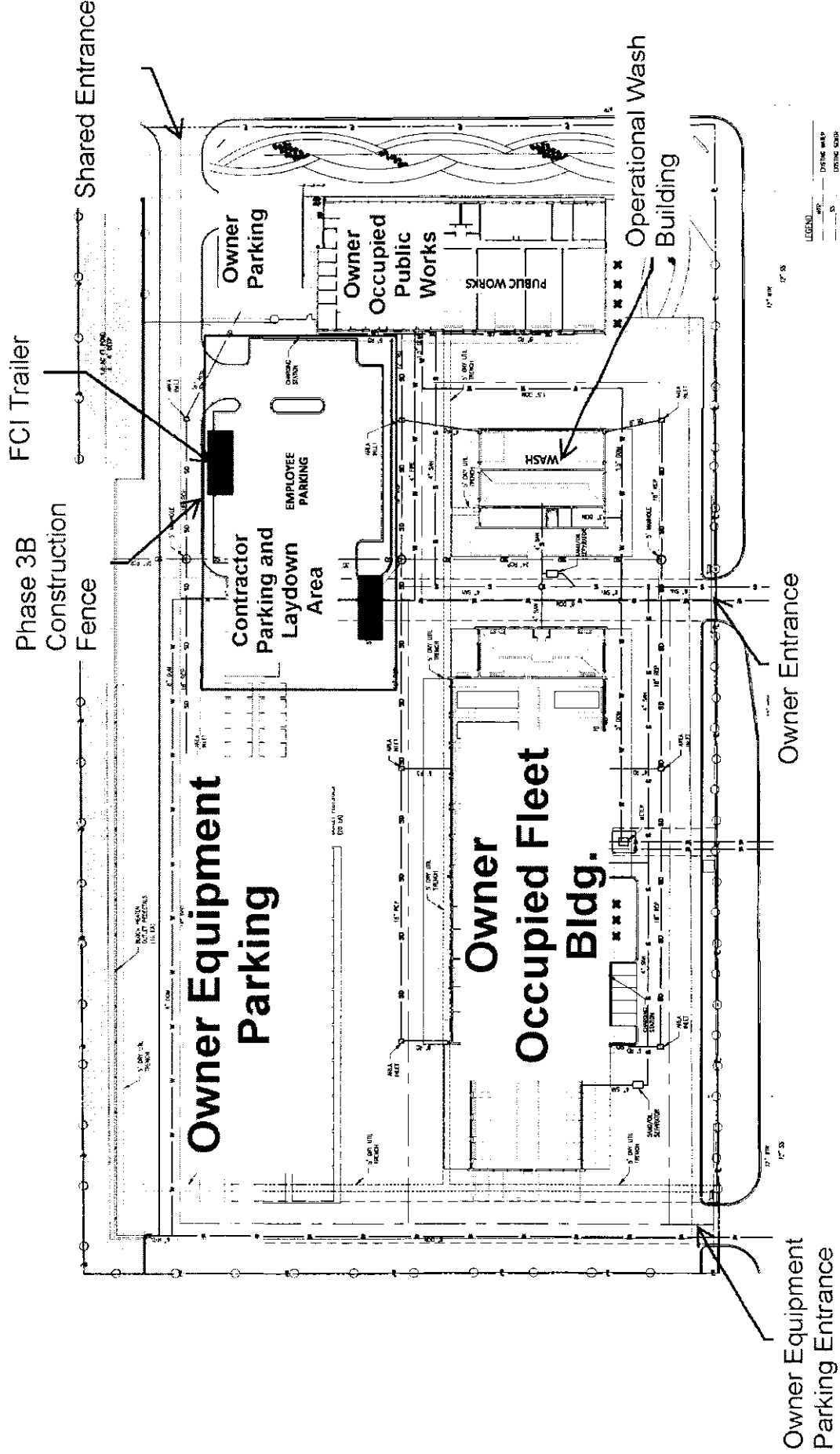
# Phase 2

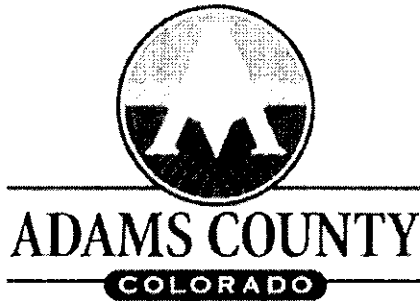


# Phase 3A



# Phase 3B





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

**REQUEST FOR PROPOSAL  
PRICING FORM: 2019.301  
(Submit in separate sealed envelope)**

**TOTAL PROJECT COST:**

With this proposal, all Pre-Construction, Construction, Administration, and Management services described in this RFP, or normally provided as part of CMGC (or CM at Risk) services will be provided to Adams County for this project. Lump sum costs for these services are Not-To-Exceed Amounts for the work as follows:

<i>Item of Work / Scope</i>	<i>Proposed Fee:</i>	<i>Clarifying Notes:</i>
Pre-Construction Phase: <i>(Includes field investigation &amp; recommendations)</i>	\$ <u>78,632</u>	estimated hours: <u>640/as required</u>
Construction Management Fee:	\$ <u>852,500</u>	(approx. <u>2.75</u> % of Constr. Cost)
Profit included in CM Fee : <i>(This is included in the CM Fee Above)</i>	\$ <u>341,000</u>	(approx. <u>1.10</u> % of Constr. Cost)
Anticipated General Conditions:	<u>6.90</u>	% of Construction Cost
Insurance Rates: <i>(This is included in the GC Cost Above)</i>	<u>1.28</u>	% of Construction Cost
Bonding Rates: <i>(This is included in the GC Cost Above)</i>	<u>0.48</u>	% of Construction Cost
CMGC Contingency:	3% to 5% planned	CMGC Preferred: <u>3.00</u> % at time of GMP
Cost of the Work	\$ <u>31,000,000 per Addendum 1</u>	
Total GMP for CMGC Services	\$ <u>34,999,344</u>	

Sub-consultant Mark-up % 7.0

Sub-contractor Mark-up % 7.0

We contractually guarantee our staff proposed for the entire duration of the project:

☒ Yes ☐ No Explanations (if any): \_\_\_\_\_

We agree with the anticipated GMP / Budget for Construction based on the 50% DD documents:

☒ Yes ☐ No Explanations (if any): pending subcontractor bidding

We agree with the anticipated Schedule for Construction based on the RFP:

☒ Yes ☐ No Explanations (if any): \_\_\_\_\_

**Verification of Fee Proposal:**

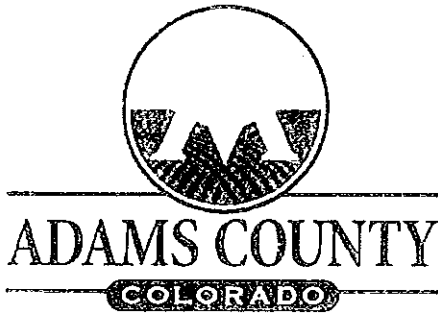
The undersigned verifies that the information included herein is true, accurate, and sufficiently complete so as not to be misleading.

Name and Title (Printed) Bryan Hemeyer, Vice President

Signature 

Date January 29, 2019

*Note: Adams County reserves the right to request validation or proof of any or all of the information provided in the Proposal. Proof shall consist of descriptions, narratives, references or similar information necessary to establish a substantive role of the Firm in the identified project.*



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

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PRICING FORM: 2019.301  
(Submit in separate sealed envelope)**

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