



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

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: March 7, 2019

RFP Number: RFP-BB-2019.116

RFP Title: 58th Ave Right-of-Way Acquisition Services

Pre-Proposal Meeting: **Optional- March 15th, 2019 11am**
Government Center- Conference Center
4430 South Adams County, Brighton, CO 80601

RFP Questions Due: March 19th, 2019 MT

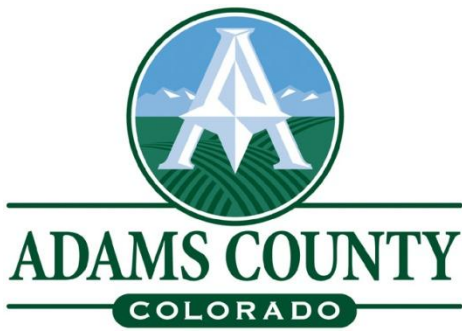
Proposal will be received until: March 29th, 2019 2:00pm MT, Our Clock
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

For additional information please contact: Bethany Bonasera, Contract Specialist III
720-523-6056

Email Address: bbonasera@adcogov.org

Documents included in this package:

- Proposal Instructions
- General Terms and Conditions
- Scope of Work (SOW)/ Specifications
- Pricing Form
- Submission Check List
- Statement of No Bid
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Term of Acceptance Form
- Appendix A – Sample Agreement



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: Bethany Bonasera
Contract Specialist III
RFP-BB-2019.116

ATTN: Bethany Bonasera
Contract Specialist III
RFP-BB-2019.116

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for 58TH Ave Right of Way Acquisition Services.
4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <https://www.bidnetdirect.com/colorado/adams-county>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **TERM OF AGREEMENT:** This is a one year agreement with the option of two one year renewals depending on the completion of the project.
6. **CONTRACTUAL OBLIGATIONS**
 - 6.1. 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.
 - 6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

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

7. PRE-PROPOSAL MEETING AND WALK-THROUGH IS OPTIONAL:

7.1. An optional pre-proposal meeting will be held on March 14th at 2pm at the Adams County Conference Center, 4430 South Adams County Parkway, Brighton, Colorado 80601, to discuss the Scope of Work.

7.2. Pricing MUST be submitted in a separate sealed envelope.

8. METHOD OF AWARD - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

8.1. 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.

8.2. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

8.6. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail,

to Bethany Bonasera, Contract Specialist III, Purchasing Division, Adams County, bbonasera@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

9. 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.
10. 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.
11. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
12. BUDGET: Budget will not be disclosed.
13. DEBARMENT: By submitting this 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. Contractor agrees to hold submitted prices up to 120 days after bid due date.
- 5.2.2. 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.
- 5.2.3. 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.
 - 5.2.3.1. Federal Identification Number: 84-6000732
 - 5.2.3.2. 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 Proposal response. 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: 58th Avenue Right-of-Way Acquisition Services and RFP-BB-2019.116.
- 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.

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Official documents located at: www.seattle.gov



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

REQUEST FOR PROPOSAL SCOPE OF WORK

I. PROJECT INFORMATION

A. Introduction

Adams County is requesting proposals from a qualified individual or firm to provide right-of-way acquisition and appraisal services for the East 58th Avenue Improvements Project from Washington Street to York Street – Project No. 2016.406. Work covered by this service agreement will augment the right-of-way capability of the County's staff. The work will typically be related to right-of-way acquisitions, easement acquisitions, temporary construction easement acquisitions and/or relocation assistance services.

B. Project Background

Adams County is underway with the design services of East 58th Avenue to construct a 4-lane minor arterial roadway. The roadway improvements shall consist of the following:

1. Two new lane additions with a center turn lane in East 58th Avenue along with curb, gutter, and sidewalk from Washington Street to York Street,
2. Storm sewer infrastructure to support captured storm water in updated street section and storm sewer laterals currently draining into the County right-of-way (R.O.W.), and
3. Collaboratively adjusting utility locations with utility owners.

To accommodate the road widening, it will be necessary to acquire property interests from approximately 31 property owners. The property interests are expected to include 35 partial strip acquisitions (strip purchases along East 58th Avenue), 3 permanent easements, 38 temporary construction easements, 2 fee acquisition and 2 relocation assistance services. The property types currently consist of 1 government, 4 residential, 4 railroad, 1 utility and 34 commercial parcels.

The individual or firm shall provide real property appraisal, acquisition, relocation services and environmental studies to support appraisal services, related to the acquisition of rights-of-way.

It is anticipated that bid advertising for the actual construction of this project will take place in 2020. Therefore, legal possession of the required rights-of-way for this project, including completed condemnations, if

needed, will need to take place prior to construction and the consultants' work timeline should take this schedule into consideration.

The County project intends to replace or relocate any mailboxes, fences, driveways, sidewalks, landscaping borders and sod. Trees, bushes, shrubs and flowers will not be replaced and will need to be included in the compensation. An overall site plan showing the required right-of-way is enclosed. If desired, preliminary right-of-way plans are available at the Adams County Public Works Department at 4430 South Adams County Parkway, 1st Floor, Suite W2000B, Brighton, Colorado 80601-8218.

C. Project Funding

This is a Capital Improvement Program (CIP) Project funded by Adams County.

II. PROJECT MANAGEMENT

A. Project Schedule

Work will start upon receipt by the Consultant of the written Notice-to-Proceed and will be completed within the allotted time. The Consultant's Project Manager shall develop a time schedule for the required work. The schedule, with critical path activities identified, will be completed before the pre-start meeting. The schedule submitted with this Request for Proposals may only be adjusted prior to the pre-start meeting to account for timeline deviations up until that point and shall not substantially deviate there from unless agreed to upon by the County and Consultant's Project Manager and affirmed in writing.

It is anticipated that this will be a 365 calendar day project. The County anticipates that construction of the project will occur in 2020.

B. Project Coordination

The project will be managed by the Adams County's Project Manager in coordination with the Consultant's Project Manager. The Consultant's Project Manager will provide:

1. Written summary reports of meetings and conversations with the County, County residents, etc., both by telephone and in person, and
2. Copies of all written communications.

D. Progress Reports

The Consultant will document work progress, and project meetings through monthly progress reports submitted to the Adams County Project Manager as part of the monthly billing procedure.

E. Progress Meetings

Adams County and the Consultant's Project Manager will meet bi-weekly. These progress meetings will be used to coordinate the work effort and resolve project problems. Meetings may involve County staff, Consultant staff, adjacent and affected property owners, etc. The meetings should typically follow the agenda listed below:

1. Introductions, as necessary to familiarize personnel.
2. Activities completed since the last meeting.
3. Problems encountered.
4. Late activities.
5. Activities required by the next progress meeting (Action Item).
6. Solutions for the unresolved and anticipated problems.
7. Project coordination with the other private, government or quasi-governmental entities.
8. ROW tracking and status spreadsheet updates.

F. Routine Requirements

The Consultant will provide the following on a routine basis:

1. Minutes of all meetings. The minutes will be provided to the Adams County Project Manager within five (5) working days after the meeting. When a definable task is discussed during a meeting, the minutes will identify the "Action Item," who is responsible for accomplishing it, and the completion date.
2. In general, all reports and submittals must be approved by Adams County.

G. Progress Payments

The Consultant will be paid monthly, based on work completed. Payment will be contingent on completion of the work in a manner acceptable to the County and for the specified pay period. All contract work will be subject to approval by the County Project Manager. All such work shall be corrected without additional cost to the County.

III. PROJECT APPROACH AND SCOPE OF WORK

The work will typically be related to right-of-way acquisitions, easement acquisitions, and/or temporary construction easement acquisitions. The scope of work shall include, but not limited to, the following:

A. Appraiser Services

The Consultant shall provide a real estate appraiser as detailed in this Request for Proposal to prepare an appraisal report for each property requiring acquisition of property rights. The appraiser shall be a licensed Certified General Appraiser with the State of Colorado and preferably be prequalified by the Colorado Department of Transportation. The appraiser shall prepare appraisal reports and in some instances preliminary letters of value for the property rights to be acquired for the completion of the project. Property rights to be acquired may be a fee simple interest, permanent and/or temporary easements. The appraiser shall understand the scope of the project, confer with the Consultant to estimate the costs of property acquisitions (preliminary letters of value), and prepare in narrative form three (3) original appraisal reports for each property being appraised. The appraisal reports shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and be based on nationally recognized appraisal standards and techniques as set forth in the Uniform Standards of Professional Appraisal Practices as published by the Appraisal Foundation. The appraisal report must provide a full explanation of the appraiser's reasoning, analysis and evidence of value, so that a reviewer can follow the appraiser's analysis and understand how valuation conclusions were reached, including as if free and clear of contamination and otherwise as determined by the environmental studies. The appraisal shall reference and consider the property's, and structure's as applicable, environmental condition and appraise the property accordingly. All appraisal reports shall be reviewed by Adams County prior to negotiations with the owners. The Adams County Project Manager will provide instructions, as needed, to the appraiser to appraise the property "As Is" or subject to repairs or corrective action. Compensation to the appraiser shall be based on a lump sum for each property being appraised. Compensation for court appearances and/or conferences preparatory thereto shall be quoted separately and apart from the lump sum fee for the appraisal reports and shall be based on an hourly and/or per diem rate. Any changes to the appraiser during the project shall also be approved by Adams County. The Consultant selected appraiser shall be discussed with the submitted RFP proposal.

B. Non-Intrusive Environmental Investigation

The Consultant shall review the non-intrusive environmental investigation report of the property and the structures of the acquisition parcels for presence of hazardous materials or other environmental pollutant contamination. The Consultant along with an environmental specialist shall make an appointment with each land owner of the potential acquisition parcels to inspect the structure(s) depending on the environmental concern per the environmental studies. An environmental investigation report discussing the findings of the inspection and

suggestion and/or guidelines to remove any hazardous materials or environmental pollutant contamination shall be submitted.

The following environmental study of proposed acquisition parcels was part of the East 58th Ave Improvements Project from Washington Street to York Street: Phase I Environmental Site Assessment (ESA) according to the Code of Federal Regulations Title 40 Chapter 1 Subchapter J Part 312 (40 CFR 312) Subpart C – Standards and Practices (§312.20-312.31).

According to the CDOT Right of Way Manual, Chapter 3 – Appraisal, Section 3. – Value Concepts and Considerations, 5. Hazardous Waste, Environmental Conditions, Polluted Property, a Remedial Investigation/Feasibility Study (RI/FS), aka Phase II ESA, is performed to further delineate the magnitude of contamination of the site(s). The RI/FS is performed according to 40 CFR 300, Subpart E – Hazardous Substance Response (§300.430 Remedial investigation/feasibility study). Properties proposed for structure acquisition may have the Phase II ESA performed as part of the East 58th Ave Improvements Project from Washington Street to York Street.

C. Acquisition Services

Acquisition Services shall preferably be prequalified by the Colorado Department of Transportation (CDOT) to help negotiate the necessary property interests required to complete the project. The acquisition process should utilize the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Uniform Assistance Act Amendments of 1987, together referred to as the Uniform Act, and the appropriate mandates of the laws of the State of Colorado. Acquisition will consist of partial takes for street right-of-way as well as permanent and temporary easements.

The responsibilities of the acquisition specialist shall be:

- The specialist shall understand the general scope of the project, keep the Adams County Project Manager advised of the status of the acquisitions, review the title commitments and appraisals, prepare and help present all required notices and correspondences to the property owners along with all County approved contract documents, advise the Adams County Project Manager on any counter offer above the appraised value, review all closing documents for accuracy and coordinate the closing, and perform all other miscellaneous related duties required for the acquisitions, prepare waiver valuation for property interests under \$5,000.
- The acquisition specialist shall represent the interests of Adams County along with Adams County staff in all negotiations and keep a written log on all the negotiations.
- The specialist shall be familiar with the Relocation Assistance program.

D. Relocation Assistance Services

The Consultant shall retain the services of a relocation specialist or have the experience of the Relocation Assistance program of the Uniform Act. The specialist shall be responsible for providing relocation assistance to displaced parties resulting from an acquisition of right-of-way and have a minimum of two (2) years experience at the working level providing public agency relocation assistance. A specialist with bilingual fluency in both English and Spanish is preferred.

E. Land Survey Surveying Services

If the landowner or any member of the right-of-way acquisition team requires temporary property corner locations to be set as part of the negotiations, a private professional land surveyor must perform the work. These services may include setting temporary wooden stakes at existing and proposed property/easement corners or the layout of paint markings of approximate locations. The Consultant shall retain the services of a professional land surveyor if required.

IV. SERVICES TO BE PROVIDED BY THE COUNTY

Services shall include, but are not limited to the following activities:

- The County shall furnish the Consultant with final design plans, and in-progress depending on timing, of the Project and corresponding Right of Way plans.
- The County shall furnish the Consultant with legal descriptions of the property interests to be acquired for each associated parcel.

The County will provide the Consultant a copy of an informational title commitment obtained by the County's design consultant. The informational title commitments will be provided in a pdf format. For those properties requiring fee acquisitions and permanent easements, the Consultant shall notify Adams County's Project Manager to contract with a title insurance company to provide title insurance at the County's discretion in the name of Adams County which will provide all documents necessary to close and perform the closing. Adams County shall make one payment directly to the title company for the property purchase price, tax certificates, tax pro-rations, partial/full releases, closing fees, recording fees and the title insurance premium, if necessary.

- The County shall provide the Consultant all data and information (in its Department of Public Works files) that relates to the property interests and promptly respond to questions and requests for documents as requested by the Consultant.
- The County will provide timely reviews and approval of submittals, as appropriate.
- The County will provide all necessary standard forms.

- The County will process and issue all payments of approved purchase prices for each parcel and incidental expense involved in the transfer of property interests to the Department of Transportation.
- The County will provide concurrence for all appraisals.
- Phase I ESA

V. PROJECT

All project deliverables shall be completed, submitted and delivered to the County by the Consultant within three hundred sixty-five (365) calendar days after receipt of Notice to Proceed. The planned County review time from submittal of deliverables by the Consultant is two (2) weeks.

VI. PROPOSAL EVALUATION

The County will evaluate and rate the individual proposals. After the proposals are reviewed, the County may choose to interview the consultants.

This RFP will be evaluated and scored on the following criteria in no particular order:

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

INSTRUCTION FOR PREPARING PROPOSAL – SECTION 3

Consultants will use these guidelines in preparing their proposal for services. The Consultant is encouraged to follow the outline and page distribution indicated in these instructions.

The purpose for these guidelines is to assure consistency in format and content in the proposals prepared by Consultants.

It is important that proposals are clear and concise so they can be evaluated objectively.

Two (2) hard copies and one (1) CD (or thumb drive) of a single PDF copy of the submittal are required.

The Proposal should contain the following elements:

- i. Cover Letter (2 page recommended maximum – 8 ½” X 11” paper)
- ii. Statement of Qualifications Section (5 page recommended maximum – 8 ½” X 11” paper)
- iii. Fees of Services (3 page recommended maximum – 8 ½” X 11” paper)
- iv. An Optional Section (5 page recommended maximum – 8 ½” X 11” paper, only graphic map can be 11” X 17”)

A. Cover Letter - required

- i. The cover letter should express your interest in the project.
- ii. A statement describing your qualifications and also summarize information about the project team presented in your response.
- iii. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- iv. Name and telephone number, e-mail address, and fax number of the individual to contact regarding the Proposal submittal.
- v. The cover letter should clearly identify the Project number and project location.
- v. The County requires an original signature by an authorized principal, partner, or officer of the firm.
- vi. No evaluation points are assigned to this section; however, **failure to submit the letter will be cause for rejection of a proposal.**

B. Statement of Qualifications (SOQ)

The following outline is to assist you in preparing your proposal. Your responses to the elements of this outline should demonstrate the knowledge and expertise your firm brings to the project.

1. Project Team

Evaluators will consider the qualifications, experience, and availability of the members of the consultant's project team.

- 1) Identify your:
 - (a) Project Principal
 - (b) Project Manager
 - (c) Key Staff
 - (d) Sub-consultants
- 2) Present a brief discussion regarding how the team's qualifications and experience relate to this project.
- 3) Identify the key individuals who will be involved in the project and their responsibilities.
- 4) Include the following:

- (a) Principal's level of involvement in the project.
 - (b) Qualifications and relevant individual experience of prime and sub-consultant team members.
 - (c) Unique knowledge of team members related to the project.
 - (d) Commitment of time and availability of key staff members.
 - (e) Length of time with the firm for each key team member.
 - (f) Experience on similar projects as a team.
- 5) A project team organization chart must include sub-consultants and their staff assigned to the project.

2. **Firm Capability**

Evaluators will consider the consultants capabilities.

- 1) Address the firm's size and the disciplines of technical staff
- 2) Include the firm's relevant experience and accomplishments as a Prime Consultant that is not listed in the project team section. The project manager must be the primary contact for the duration of the project and must be located locally (generally considered within 50 miles or an hour's drive of the County Government Center during normal business hours for the duration of the project). A change of the project manager will result in re-evaluation of the contract.
- 3) Outline computer software availability and its compatibility.
- 4) Indicate the consultant's availability to do the project concurrence with existing and projected workloads.
- 5) Consider including the following items:
 - (a) Graphs depicting the firm's capacity to do the project.
 - (b) Information on the sub-consultant's role.
 - (c) The sub-consultant's function and integration into the team.
 - (d) Match of personnel to the existing and future work load.

3. **Past Performance on Similar Projects or a Similar Team**

A description of the Consultant's past four years of performance and experience in similar projects and disciplines necessary to fulfill the project requirements. Limit the descriptions of the relevant projects to a maximum of three examples. Demonstrate your firm's or team's ability to control cost, meet schedules, and provide quality work. Specify the roles performed by the key personnel for each project. Photos of similar projects completed by the Consultant are encouraged and may be included in the proposal. Evaluators will consider the project management structure for completion of the project.

C. **Miscellaneous Section (Optional)**

This section provides the Consultant with the opportunity to submit additional information:

- a) Resumes
- b) Graphs
- c) Charts
- d) Photographs

The Proposal should be clear and concise, and it should provide the County with an understanding of the Consultant's ability to provide the requested services.

The Consultant shall be responsible to ensure that all personnel proposed under this RFQ are qualified through training, experience, and appropriate certification for the tasks assigned and shall have a working knowledge of Adams County's standard practices.

The Consultant shall conform to all applicable federal and state regulations.

The Consultant will be paid monthly based on the fee schedule and specific assignment for work completed. Payment will be contingent on completion of the work in a manner acceptable to the County and for the specified pay period.

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Official documents located at: www.bidnetusa.com



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

**REQUEST FOR PROPOSAL
PRICING FORM: 2019.116
(Submit in separate sealed envelope)**

D. Cost of Services

Consultants shall submit the cost of services with the proposal. The fee for basic services as set forth in this Request for Proposal. These fees shall be shown in the table below and submitted with the proposal.

- | | |
|-----------------------------------|----------|
| 1. Appraisal Services | \$ _____ |
| 2. Acquisition Services | \$ _____ |
| 3. Relocation Assistance Services | \$ _____ |
| 4. Environmental Investigation | \$ _____ |
| 5. Land Surveying Services | \$ _____ |

Total Project Fee: \$ _____

Official documents located at: www.bidnetdirect.com



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

ATTN: Bethany Bonasera
Contract Specialist III
RFP-BB-2019.116

Hand Deliveries accepted:

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

ATTN: Bethany Bonasera
Contract Specialist III
RFP-BB-2019.116

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
STATEMENT OF NO BID
COMPLETION OF THIS FORM IS OPTIONAL**

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

Please send to: Adams County Purchasing Division
Attn: Contract Specialist III
RFP-BB-2019.116
4430 South Adams County Parkway, C4000A
Brighton, CO 80601

Email to: bbonasera@adcogov.org
Subject: RFP-BB-2019.116

- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform within the required time.
- We are unable to meet insurance and/or bonding requirements.
- We do not offer/supply this product or service.

Further Remarks/Comments:

PRINT OR TYPE YOUR INFORMATION

Contractor Name _____ Phone _____

Address: _____ City/State _____ Zip Code _____

Contact Person _____ Title _____ Date _____

Email Address _____



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

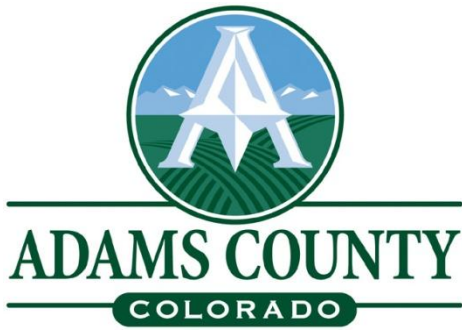
Printed or Typed Name

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**

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, 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, and has 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 Proposal 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 Proposal, (3) the Proposal 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 Proposal 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.

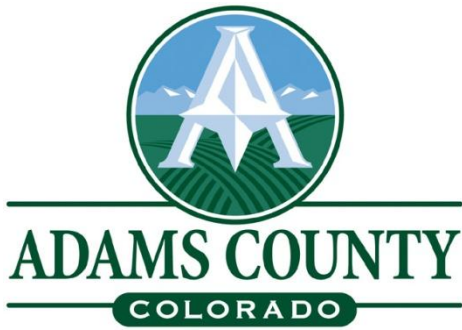
Contractor Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____



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

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

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

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
For [insert purpose, e.g.; ENGINEERING CONSULTING SERVICES FOR THE
WAYMIRE DOME]**

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Company Name, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

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

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

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

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

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

6. NONDISCRIMINATION:

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

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

7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

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

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

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

- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the

Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security

requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

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

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

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

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

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

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

- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

Board of County Commissioners

Chair

Date

Contractor

Signature

Date

Printed Name

Title

Attest:

Josh Zygielbaum, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2019,

by _____,

Notary Public

My commission expires on: _____

SAMPLE AGREEMENT

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Signature

Name (Print or Type)

Title

Note: Registration for the E-Verify Program can be completed at:

<https://www.vis-dhs.com/employerregistration>.

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