

ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 3 day of January 2016, 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 Roche Constructors, Inc., located at 361 71st Avenue, Greeley, Colorado, 80634, 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 pre-construction work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

Request for Proposal: 2016.249

The parties intend to continue negotiating in good faith the pricing and term of construction services for said Request for Proposal and to execute a written amendment or change order for this Agreement in the event they come to agreement on the pricing and term for construction services. Execution of this Agreement for pre-construction services does not in any way guarantee that the parties will ultimately agree on the construction services pricing and term.

- 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 Pre-construction services shall be completed by March 31, 2017. 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, 2017.

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 thirteen thousand four hundred dollars (\$13,400.00). In the event the parties agree on a price for construction services, 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 the 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

- 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 Matthew Schaefer, who can be reached by phone at 720-523-6060. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

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

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

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

14. NONDISCRIMINATION

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

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

15. INDEPENDENT CONTRACTOR

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

16. INDEMNIFICATION

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

17. INSURANCE

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

the certificate of insurance showing compliance with the following types and coverage of insurance.

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

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

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

Personal Injury Protection Per Colorado Statutes

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence \$1,000,000

*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: Matthew Schaefer
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6060

E-mail:mschaefer@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: Roche Constructors, Inc.
Contact: Thomas J. Roche
Address: 361 71st Avenue
City, State, Zip: Greeley, Colorado 80634
Phone: ~~970.535.4725~~ 970-356-3611 **TR**
E-mail: troche@rocheconstructors.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:

Board of County Commissioners

Steven Gordon
Chairperson

1/3/16
Date

Roche Constructors, Inc.

Thomas J. Roche
Signature

December 29, 2016
Date

Thomas J. Roche
Printed Name

President & CEO
Title

Attest:

Stan Martin, Clerk and Recorder

Thomas
Deputy Clerk

Approved as to Form:

D. Eckert
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

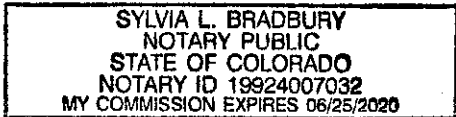
COUNTY OF Weld)

STATE OF Colorado)SS.

Signed and sworn to before me this 29th day of December, 2016 , ,

by Thomas J. Roche ,

Sylvia L. Bradbury
Notary Public



My commission expires on: June 25, 2020

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:

Roche Constructors, Inc.
Company Name

December 29, 2016
Date

Thomas J. Roche
Name (Print or Type)


Signature

President & CEO
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

EXHIBIT A

GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Construction Manager / General Contractor (CMGC) Services for the renovation of an existing vacant dormitory space into a Mental Health Unit within the Adams County Detention Center. Coordination with Adams County Sheriff's Department and the Facility Operation Department will be required in order to minimize impacts to ongoing operation of the Detention Center.

1. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
 - 1.1. Vendors must register with this service to receive these documents.
 - 1.2. This service is offered free or with an annual fee for automatic notification services.
2. Written questions may be submitted through October 12, 2016. All questions are to be submitted to Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org.
3. An Addendum to answer all questions will be issued no later than October 14, 2016.
4. **Existing Conditions:**

There will be a Pre-Proposal Conference (not mandatory) on October 11, 2016 at 3:30 p.m. at the main lobby of the Adams County Detention Center, 150 N 19th Avenue, Brighton, Colorado 80601. This will be the only opportunity during this RFP to examine the existing facility.

 - 4.1 **Examination of the site:**
 - 4.1.1 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, drawings and specifications, and to have satisfied themselves as to all conditions affecting the execution of the work.
 - 4.1.2 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.
 - 4.1.3 All prequalified bidders were allowed to participate in a site visit conducted as part of the Request for Qualifications process. A Pre Proposal conference is schedule on October 7, 2016 at 2:00pm. No other site visits are planned at this time.
5. **Proposals**
 - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430

South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 2:00 p.m. on October 24, 2016.

- 5.2. The proposal opening time shall be according to our clock.
- 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
- 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
- 5.5. No proposals will be accepted after the time and date established above except by written addenda.
- 5.6. The proposal must be submitted on a CD or flash drive in a single PDF file not to exceed 16 pages plus the Fee Proposal Form. (as well as updated Summary of Qualifications only if required).
- 5.7. Proposals shall be structured/formatted to follow the layout and required information identified in this Request for Qualification. Do not include materials that are of little or no relevance. At a minimum, please provide the following in a clear and concise manner:
 - Fonts in proposals shall be “Times New Roman”, “Arial”, or “Helvetica” font no less than 12 point for main body of text. All Qualification Statements shall be bound.
 - Cover Letter / Statement of Interest: *(1 Page Maximum)*
 - 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 RFQ). Provide a brief explanation of any changes.
 - 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
 - Development of a Guaranteed Maximum Price (GMP) as early as the Design Development phase.
 - 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.

- Fee Proposal: *(2 Pages plus Form of Proposal)*
 - Provide a written narrative of the CMGC's approach to developing a GMP, defining General Conditions and Requirements, and an explanation of any items not otherwise evident in the Fee Proposal or Work Plan.
 - Costs shall be based on the CMGC Fee Matrix
 - For services provided during Design Phases (also called Pre-Construction Phase), 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 inclusive of all management fees (include all home office, overhead, and profit costs).
 - CM Costs which shall not be included in the CM Fee are trade contracts, field based staff, and reimbursable General Conditions/Requirements costs.
 - No additional CM Fee shall be assessed for Owner Requested Change Orders until such work aggregates 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 the 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.
- Clarifications and Exceptions: *(2 Pages Maximum)*
 - Intent is to commence CMGC Services 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.

5.9 The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. **These are the last two pages of the RFP.**

- 5.10 Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.11 In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.12 The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.13 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 FOR
ADAMS COUNTY DETENTION CENTER – MENTAL HEALTH UNIT / RFP 2016.249**

- 5.14 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 Commissioners to close the County offices.
- 5.15 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.
- 5.16 No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 5.17 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 proposal.
- 5.18 The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
- Any Proposal which does not meet bonding requirements, or,
 - Proposals which do not furnish the quality, or,
 - Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - Proposals from offerors who lack experience or financial responsibility, or,
 - Proposals which are not made to form.

- 5.19 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.
- 5.20 Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.21 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.
- 5.22 Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted BY telephone, E-mail, or facsimile machines are not acceptable.
- 5.23 Adams County is an equal opportunity employer.
- 5.24 The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

6 List of Attachments:

The following documents are issued for reference and as part of this Request for Proposal: Elements that may be issued at that time are anticipated as:

- | | |
|---|----------------------------------|
| • Request for Proposal and Statement of Work | <i>Dated October 3, 2016</i> |
| • Sample Agreement / Supplementary Conditions | <i>undated</i> |
| • Design and Construction Handbook | <i>Dated February 16, 2016</i> |
| • Sample CMGC Fee Matrix | <i>undated, Exhibit 'A'</i> |
| • Preliminary Cost Analysis & Conceptual Space Plan | <i>by DLR, dated May 1, 2014</i> |

7 Project Schedule:

The included schedule is currently estimated but provides the general intent for completion of the Design and Construction activities associated with this project. The final schedule will be reviewed and updated with the selected Design Professional during the design process, and verified with the CMGC upon bidding and award of the work.

- | | |
|---|-------------------------|
| • Request for Proposals Issued for CMGC | 10/04/16 |
| • Pre-Proposal Conference (not Mandatory) | 10/11/16 |
| • CMGC Proposals Due | 10/24/16 |
| • Anticipated Award for CMGC | 11/16/16 |
| • GMP Established | 12/12/16 |
| • Coordinated Construction Documents Complete | 01/27/16 |
| • Construction Commences (estimated) | 02/20/16 (<i>tbd</i>) |

- Construction Complete (Certificate of Occupancy)

09/01/17 (*ibid*)

8 Insurance: The Contractor agrees to maintain insurance including: General Liability, Automobile Liability, Workers Compensation, and Professional Liability (where required), Contractor's Pollution, and Builders Risk Insurance.

- 8.1. The Contractor's commercial general liability, comprehensive automobile liability, and professional 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:
 - 8.1.1. 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.
 - 8.1.2. 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.
 - 8.1.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.2. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. 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.
- 8.3. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 8.4. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 8.5. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- 8.6. Underwriters shall have no right of recovery or subrogation against Adams 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 covered by the described insurance.
- 8.7. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 8.8. 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

become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, 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 the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

9 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 9.1. 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.
- 9.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.

- 9.7. 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).
- 9.8. 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.

END OF GENERAL INSTRUCTIONS

The remainder of this page is left blank intentionally.

10 Scope of Work

10.1 PROJECT DESCRIPTION:

Background: The Detention Facility has experienced an increased need for detention facilities tailored to detainees that have mental health support requirements. This project will accomplish the renovation of an existing detention bay (vacant) into a mental health detention unit.

The project intent is to provide:

- General improvements to comply with current codes and standards (ADA, Building Code, etc.) as well as compliance with the various Authorities Having Jurisdiction [Health Department, Building Department, Division of Criminal Justice (DCJ), Prison Rape Elimination Act (PREA), etc.]
 - As many beds as possible, likely in the 24 to 30 bed range
- Associated amenities and staff support per the current requirements of the County, best practice for this class of inmate, and per AHJ's.
- Conscious design to support:
 - The treatment, care, safety, and security of the offender population.
 - Functional and operational improvements to the layout
 - Focus on maintenance and building operations to ensure long term viability of the facility.
 - Aesthetics to support a mental health unit, minimizing distress to inmates and staff, but must be balanced with the ability to maintain and care for the building.
- Ancillary improvements within the facility to be performed concurrently with the primary project scope that will support and enhance the project's intent:
 - Improve maintenance access to existing mechanical chases.
 - Replace flooring systems in key operational areas.
 - Replace millwork in key operational area

Due to the nature of an occupied renovation, it is expected that the Design Professional will provide regular on-site and field inspection services as a normal part of business in coordination with the County and CM/GC to develop the overall project scope, budget, and schedule.

Building Location: Detention Center, 150 N 19th Avenue, Brighton, Colorado 80601

Existing Building: The existing facility (F Module) was an addition to the existing Jail, however this dormitory unit has been unutilized for the past few years. Associated staff for care, programs, security, and support will have dedicated work space within the facility. The residential facility also provided appropriate amenities to support 24/7 operations.

10.2 SCOPE OF SERVICES:

The Scope of Services will be described in the Request for Proposal, but will generally describe a CMGC (Construction Manager / General Contractor) delivery method. The Design Phase Services will be contracted initially, which will follow with an eventual GMP. 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.

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
 - Adams County Detention Center
 - DLR Group (and associated consultants)
 - CMGC
 - Project is not anticipated to be Phased or Fast-Tracked at this time, but the County reserves the right to explore this option with the Project Team.
 - 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 final 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.
- Design Phase: Including but not 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 Schematic, Design Development and Construction Documents.
 - Attend, document, and distribute all meeting minutes, including but not limited to OAC meetings.
 - Cost Estimate at the end of SD and DD phases, with potential GMP amendments upon completion of Construction/Consolidated Documents.
 - Project Schedule, and updated Schedule, at the end of SD and DD 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 (1-yr. warranty inspection, user survey(s), etc.).
- Ancillary improvements within the facility to be performed concurrently with the primary project scope that will support and enhance the project's intent:
 - Install Access Panels – \$25,000 (prelim. estimate).
 - Duct replacement at Mechanical Chases – \$41,000 (prelim. estimate).
 - Replace flooring on Booking Floor – \$18,000 (prelim. estimate).
 - Replace flooring in Kitchen – \$65,000 (prelim. estimate).
 - Replace Deputy Work Stations (millwork) – \$21,000 (prelim. estimate)

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

Qualifications should be presented which directly responds to this delivery method, type of building, planned use, and type of Owner. This may also include coordination of Owner's consultants and/or contractors (yet TBD).

10.3 EVALUATIONS:

Information submitted as part of the Pre-Qualification will be considered part of the subsequent Proposal to the RFP, and this information will not be required to be resubmitted. Proposal shall be evaluated based on a series of criteria/categories, which may include, but not be limited to:

- Professionalism
- Understanding of the Project
- General Project Experience
- Specific (Similar) Project Experience

- Construction / Management Team
- General Items
- Fee Proposal
- Interview / Oral Presentation (if required)

10.4 PROJECT BUDGET:

The final construction budget will be developed between Adams County and the successful prime consulting Design Professional, and where applicable, the Construction Manager. This budget may evolve throughout the course of the design phase. Anticipated total Construction Cost estimate is \$2,500,000 to \$3,000,000.

End of Scope of Work

The remainder of this page is left blank intentionally.

Submittal Checklist

- Response to RFP- Please address all requirements of the Proposal Submission listed in section 5 of the RFP
 - Vendor Information Form
 - W-9
 - Contractor's Certification of Compliance
 - Proposal Form
 - References
 - (9) nine paper copies of Proposal Submission
 - (1) One CD or flash drive of Proposal Submission in a single PDF document
-

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

Name (Print or Type)

Signature

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



PROPOSAL FORM
 2016.249 CMGC SERVICES MENTAL HEALTH UNIT

VENDOR'S STATEMENT

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
 If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	

Adams County RFP 2016 CMGC

Fee Proposal:

Information in the previously submitted Qualifications Statement is accurate: Yes No

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:

<u>Item of Work / Scope</u>	<u>Proposed Fee:</u>	<u>Clarifying Notes:</u>
1. Pre-Construction/Design Phase:	\$ _____	estimated hours: _____
2. Construction Management Fee:	\$ _____	(approx. _____ % of Constr. Cost)
a. Profit included in CM Fee: (This is included in the CM Fee Above)	\$ _____	(approx. _____ % of Constr. Cost)
3. Anticipated General Conditions:	_____ % of Construction Cost	
a. Insurance Rates: (This is included in the GC Cost Above)	_____ % of Construction Cost	
b. Bonding Rates: (This is included in the GC Cost Above)	_____ % of Construction Cost	
4. CMGC Contingency:	<u>5% planned</u>	CMGC Preferred: _____ %
5. Cost of the Work	\$ _____	To Be Determined by Subcontract Bid
Total GMP for CMGC Services	\$ _____	<u>Anticipated \$3 Million (Subject to Verification)</u>

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 DD documents:

Yes No Explanations (if any): _____

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

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.

Addendum #1
2016.249

Construction Management / General Contractor Services for:
Adams County Detention Center – Mental Health Unit

- 1) The intent of this addendum is to add information to the Construction Management / General Contractor Services for the Adams County Detention Center – Mental Health Unit.
- 2) The additional Information is attached as Exhibit #1 and Exhibit #2.

Architecture

PROJECT DESCRIPTION The new complex will consist of a renovation of an existing detention demerity Unit to house the Mental Health Unit. This new Mental Health Unit (MHU) will be separate but adjacent to the Medical Unit due to shared medical records, shared pharmaceuticals, and the need for maximal medical support in the MHU.

The Adult Detention Facility is located at 150 N. 19th Ave, Brighton, Colorado.

ADULT MENTAL HEALTH DETENTION FACILITY A major component of the project is

Inmate Housing:

The facility includes: Male and Female Mental Health Classifications:

There are 34 beds, 21 4-person cell beds, 7 ADA double bed cell, and 6 double bed cells for a total bed count of 34. In addition two of the ADA cells will also be used by suicide watch cells. Each cell will have a concrete built in potty bed(s) and a stainless steel toilet/sink combo unit. The dryroom will be utilized for dining, education, small group counseling and other activities.

Security:

Within the secure side of the facility, the security and control of all doors is ultimately handled from the existing Central Control Room with local control from the Housing Unit control Nurses Station. The local station provide primary control of the doors to cells within the unit including the control of all the doors from the main corridor into each dryroom. Central Control will have override control of all doors operated by the Housing Unit control Nurses Station and the secondary required exits to the exterior of the facility.

EXTERIOR MATERIALS The exterior of the existing building is constructed of the Cast Concrete and masonry. All most secure areas, the masonry will be plain gray block. All windows, door frames and doors on the building exterior will be hollow metal or security hollow metal. All exterior glazing will be Low-E, insulated glazing at nonsecure areas and security insulated glazing at secured areas.

SECURE AREA FINISHES

Secure area finishes will be minimal, with security and maintainability of materials being of paramount consideration. Floors will typically be sealed concrete in inmate areas including dryrooms and cells. The use of vinyl composition tile at staff offices, control room and the medical office area. Wherever vinyl composition tile, rubber base will be provided.

All non-integrally colored masonry walls will be painted. Stud partitions will receive gypsum board. Shelves will receive a seamless epoxy coating system on floors and walls. Shower ceilings will have a concrete lid with epoxy paint and galvanized steel doors and diffusers with wet area rated lighting.

Dryroom ceilings will be lay in acoustic ceiling to provide a NRC of 1 to control noise in the dryroom open area. Multipurpose room ceilings will have adhesive applied acoustic tiles over gypsum board when lower than 12'-6" or acoustical tile ceilings with security clips if height is above 12'-6". Inmate holding cells and cells ceilings will be security metal ceilings.

All cells in the housing units will be constructed of a metal wall panel system with floors of sealed concrete and ceilings of painted metal composite panels.

The study of the existing space from a construction feasibility, security and structural standpoint it is advisable to utilize a secure steel panelized construction process for the cells and other walls as appropriate. This steel panelized system is comprised of steel sheels welded to channel stiffeners with the inside of the panel filled with sand, gravel or insulation for sound deadening. This system also provides a security steel ceiling panel to complete the security envelopes of the cells or rooms. Several advantages to using this system besides light weight (over CMU or concrete) is the ability to shop fabricate and deliver inside the space in panels to be assembled in place, therefore minimizing materials, and trades and expediting construction time. This security ceiling will be continued over the entire space to provide a security barrier to the mechanical interstitial space above the cells and other inmate accessible spaces.

The safety cells will be padded with a system similar to gold board detention padding for the walls, floors and doors.

The wall position that is located above the cells up to the dryroom ceiling will be covered with a fiberglass acoustic absorbing material that has a NRC of 1.

NON-SECURE AREA FINISHES

The administrative/office area finishes will be those of a typical office environment: carpet on floors, painted gypsum board walls and acoustic panel ceilings. Toilet/shower rooms will have porcelain tile floors, glazed tile walls and painted gypsum board ceilings. Storage rooms will have sealed concrete floors, painted gypsum board or concrete block walls and either painted gypsum board or acoustic panel ceilings. Most spaces in administration will have standard hollow metal doors. Interior glazing at non-secure areas will be standard tempered glass or the rated glazing where appropriate. Security glazing in cell doors and other secure areas will be polycarbonate lexan material.

DETENTION HARDWARE

The detention hardware will match that of the existing facility to maintain consistency of maintenance. Sashwin steel wide jamb locks electric mechanical locks with maglock cylinders will be used for all cells, passage way doors and controlled secure doors. Builder's hardware will be used for offices and non-secure areas to match existing hardware.

Detention furniture for dryrooms dining and seating will be modular security type such as provided by Norex.

SCHEMATIC DESIGN CODE REVIEW CHECKLIST

CODES AND STANDARDS

- 2012 International Building Code (IBC)
- 2012 International Mechanical Code (IMC)
- 2012 International Plumbing Code (IPC)
- 2011 National Electric Code (NEC)
- 2012 International Fire Code (IFC)
- 2006 International Energy Conservation Code (IECC)
- ADA American Disability Act
- ADAAG American Disability Act Accessibility Guidelines
- ANSI Standards
- UL Standards
- SMACNA Guidelines for Seismic Restraints of Mechanical Systems
- SMACNA Standards
- SMACNA HVAC Duct Construction Standards
- National Fire Protection Association (NFPA) Standards

DETECTION HOUSING

- Occupancy Classification: I-3
- Construction Type: Type I-B
- Basic Allowable Area (Table 503) 11,000 SF / 1 Story
- Travel Distance - 200 feet of exit
- Dead-end Corridor Maximum Length (Section 1017.3): 50'-0"

Structural

PROJECT DESCRIPTION: Adams County Detention facility is an existing building in Brighton, Colorado. A renovation to a second floor housing pod is being converted into a mental health unit and it will include the addition of steel holding cells. In addition, the existing mechanical systems will be utilized to service the renovated area.

GENERAL PROJECT REQUIREMENTS

CODES AND STANDARDS

- 2012 International Building Code (IBC) with City of Brighton Amendments
- City Code of the City of Brighton, Colorado

Loads:

- Existing Building (Site Visit Photographs, 9/30/2016)**
 - Existing structure framing system appears to consist of precast double-tees and precast wall panels.

- Exterior and interior lateral and gravity systems were not identified during site visit.
- Foundations system not identified during site visit.
- As-built drawings have been requested and will be delivered to DIR Group by the owner.
- The structural loading and structural systems provided on the existing drawings will be reviewed and compared to the assumptions listed in this narrative.

New Construction New interior steel holding cells on the second floor

- David Loads: maintain per existing
- Panel Cell blocks: 40 psf + 20 psf (partition)
- Live Loads: Panel Corridors: 100 psf
- Snow: n/a - no applicable new scope
- Roof: n/a - no applicable new scope
- Soils: Geotech investigation not currently applicable to current scope. Existing for drawings will be referenced for design
- Wind: n/a - no applicable new scope
- Seismic: 1-20 mph wind speed
 $w=1.0$ (Risk Category III), Exposure C.
 $I_e = 1.25$ (Risk Category III)
Site Class D (assumed)
Seismic Design Category B

STRUCTURAL SCOPE

Existing Building

- Existing building structure is comprised of precast concrete double tee planks. The as-built, original design drawings, and precast shop drawings will be used to evaluate the precast concrete double tee plank framing system, its structural support, and the foundation system.

New Interior Holding Cells

- The as-built documentation will be reviewed and evaluated to confirm all the loading and structural information is provided to begin reviewing if the existing loading criteria meets or exceeds the new loading parameters.
- If original design drawings or loading information is unavailable, a precast consultant will need to be hired to field verify the existing framing system and perform an analysis to ensure the existing framing system is adequate to support the new loading of the renovated area.
- If adequate information is provided on the as-built documents, the loading information for the existing building will be compared to the new loading requirements. Provided the loading is within the limits dictated by IBC Chapter 34, no further analysis will be required. If the new loading exceeds the limits dictated by IBC Chapter 34, further structural analysis is required to determine the reinforcing or additional structural supports needed to increase the capacity of the structural system to support the new loading.

- If additional capacity is required due to the new loading of the renovation, a precast consultant will need to be hired to verify if reserve capacity may be available in the existing structural system.
- It is assumed that the existing structural system was designed to be at a demand to capacity ratio of 1.0 and no additional capacity is available to support the potential increased loading from corridors, cells, or partitions. Two options of increasing the capacity of the existing structural system are:
 - Reinforcing the existing precast double tees with a carbon fiber wrap or structural steel.
 - Reducing the double tee spans by adding new columns or supports.

Miscellaneous slab repairs, infills, and equipment supports

- Some minor slab modifications or infills related to tenant improvement scope is anticipated. Where required, new supplemental support or infill framing comprised of light steel framing and concrete topping will be provided at supported slabs.
- The existing mechanical systems are currently assumed to be adequate for the renovation scope of this project. If it is determined that the existing system is inadequate and new equipment is required, reinforcing of the existing structural framing system and supplemental steel supports may be required at these locations.

Mechanical, Plumbing and Fire Protection

PROJECT DESCRIPTION Adams County Detention Center will be converting an existing 10,000 square foot housing space at 150 North 19th Avenue in Brighton to separate cells with new office and conference spaces. The existing rooftop air handling unit serving the spaces will be hot water and chilled water from the central heating and cooling plants. The existing mechanical, plumbing, and fire protection systems will be evaluated to meet the new space layout and requirements.

GENERAL PROJECT REQUIREMENTS

CODES AND STANDARDS

All work shall be in strict conformance with all applicable codes and regulations set forth by State, local and Federal Authorities, as well as the most recent published International Codes (2012), Westminster Municipal Codes, and the most recently published ASHRAE, SMACNA, and NADCA Standards. Installation of all items shall be performed by competent craftsmen, skilled in the trade involved.

Following Codes and Standards shall be used:

- NFPA (National Fire Protection Association Codes)
- IBC (2012 International Building Code)
- IFC (2012 International Fire Code)
- IMC (2012 International Mechanical Code)
- IEC (2012 International Electrical Code)

- IPC (2012 International Plumbing Code)
- IECC (2006 International Energy Conservation Code)
- ADA (American Disability Act)
- ASME (Boiler and Pressure Vessel Code)
- ASTM (American Society for Testing Materials)
- SMACNA (Sheet Metal and Air Conditioning Contractors National Association)
- ASHRAE (Guides and Data Book, Standard 62.1-2001.3)

DESIGN CONDITIONS:

Elevation 5,000 Ft. (Approx.)
 Occupancy 12 staff, 32 Inmates
 Building Area 10,000 Square Feet

OUTDOOR DESIGN TEMPERATURES	
Winter (heating) (ASHRAE 99.9% Value)	Summer (cooling) (ASHRAE 0.4% Value)
0.7°F	94.3°F DB
	60.3°F WWR
	64.6°F / 81.8°F Evaporation 8/WCDB

INDOOR DESIGN TEMPERATURES	
Occupied Spaces	Mechanical/Electrical Space
Summer = 74°F	Summer = 95°F Maximum
Winter = 68°F	Winter = 55°F Minimum

Outdoor ventilation shall be introduced into each occupied building space in compliance with ASHRAE Standard 62.

HEATING, VENTILATING AND AIR CONDITIONING

AIR HANDLING UNITS (AHUs)

The current air handler unit (AHU-5) is manufactured by Trane, and serves both the first floor and second floor housing units. This is a constant volume unit with a mixing box, heating coil, chilled water coil, and supply fan section with variable frequency drive. The AHU is currently scheduled to supply 12,600 CFM of which 7,700 CFM is serving the first floor housing unit. An estimated air flow rate for the new space configuration of just over 8,000 CFM may be sufficient for the existing AHU.

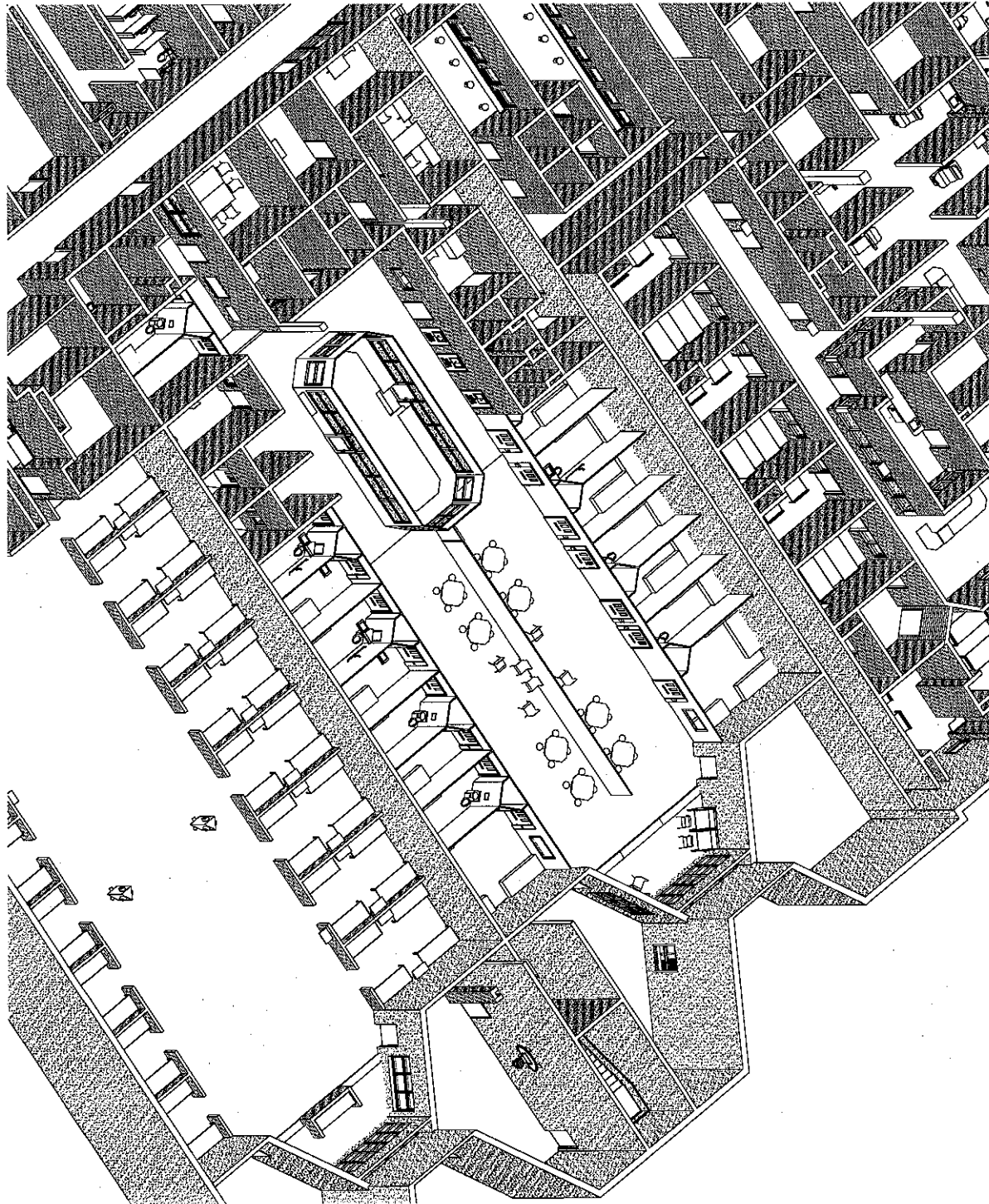
ADAMS COUNTY DETENTION CENTER

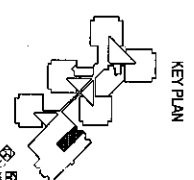
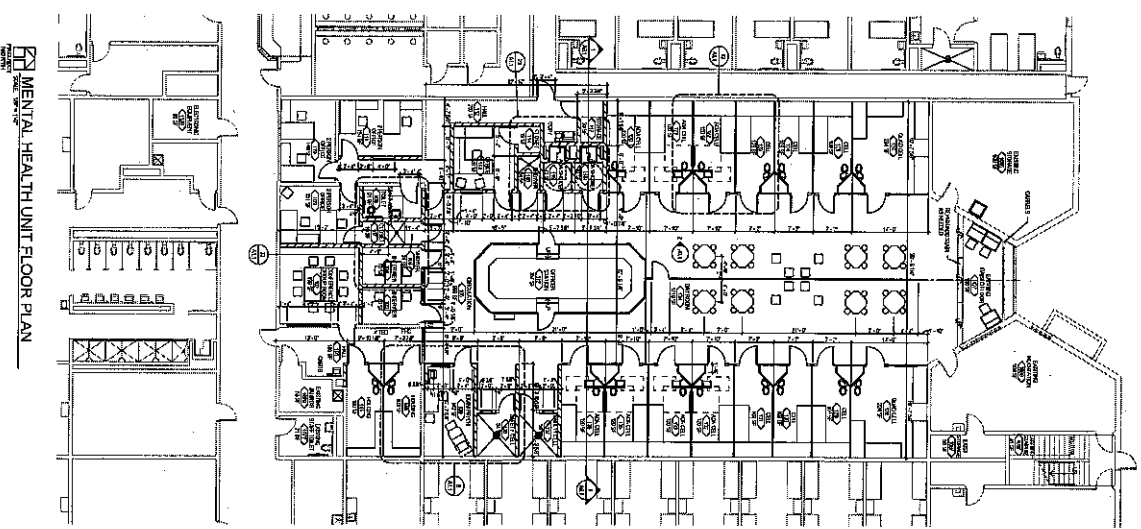
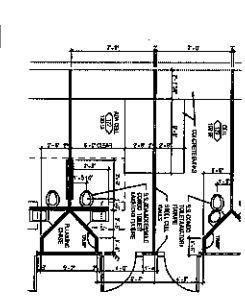
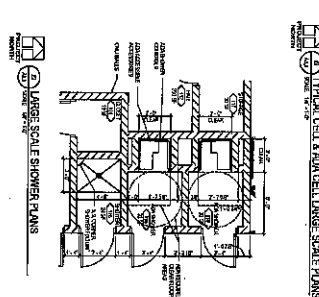
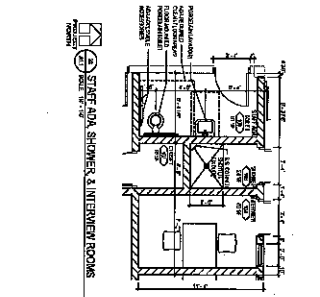
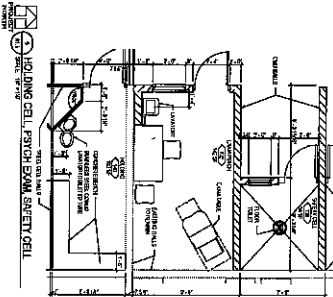
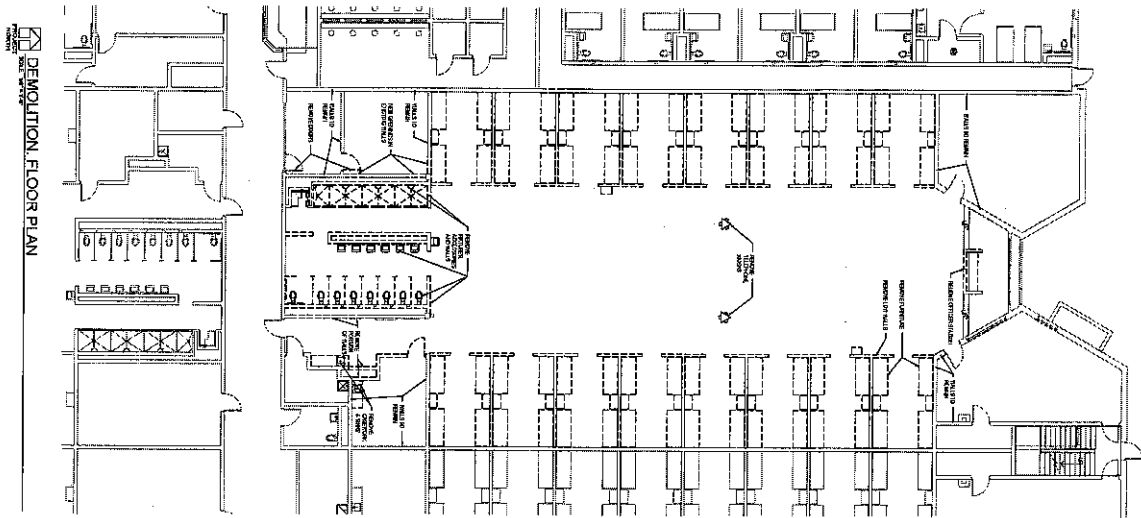
MENTAL HEALTH UNIT RENOVATION

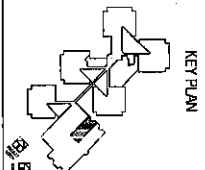
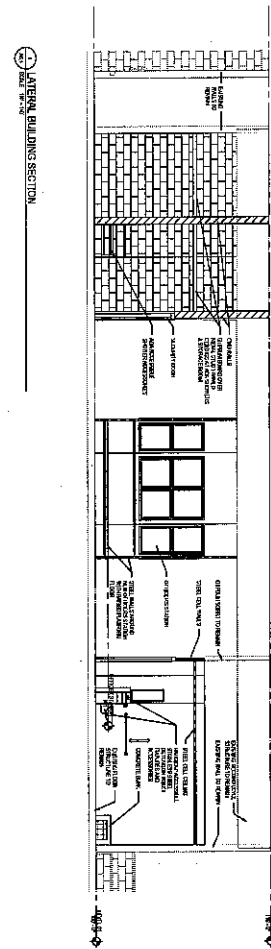
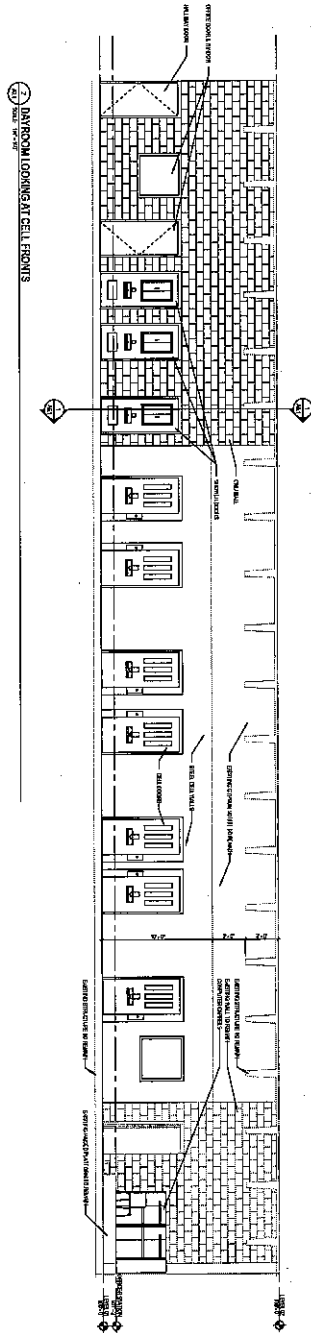
150 N 19th Avenue
Brighton, Colorado 80601

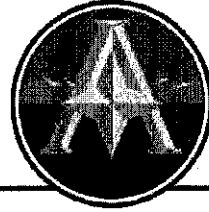
SCHEMATIC DESIGN SUBMITTAL

OCTOBER 7, 2016









ADAMS COUNTY
COLORADO

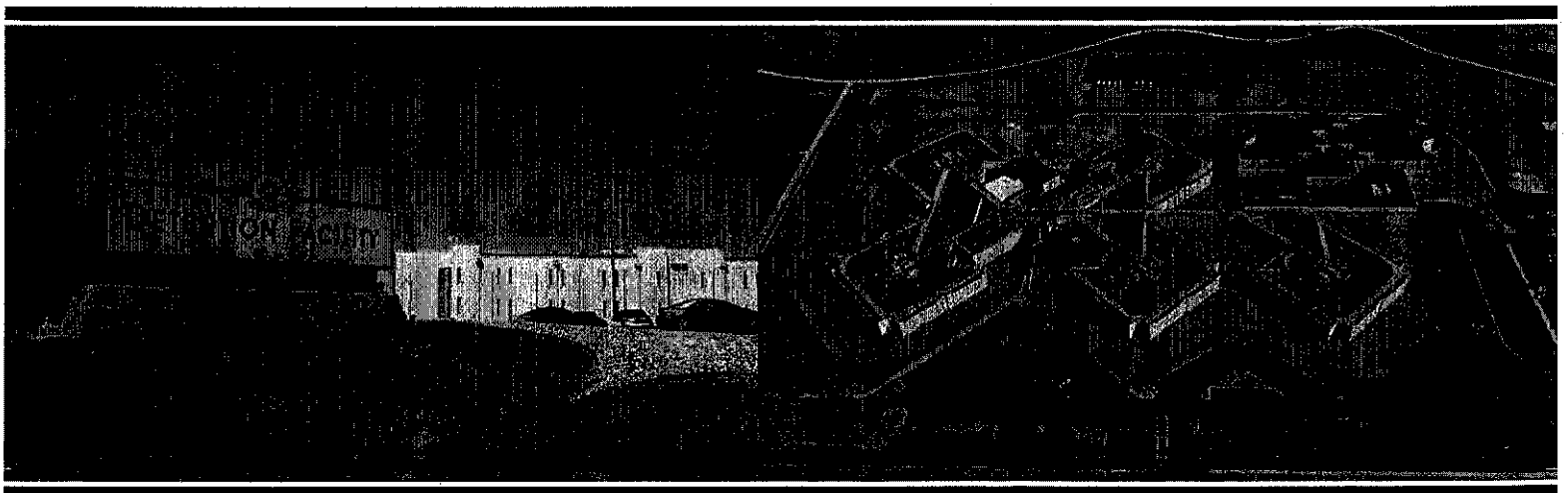
Adams County, Colorado
CM/GC REQUEST FOR PROPOSAL
Detention Center Mental Health Unit

October 24, 2016

Prepared by:



ORIGINAL



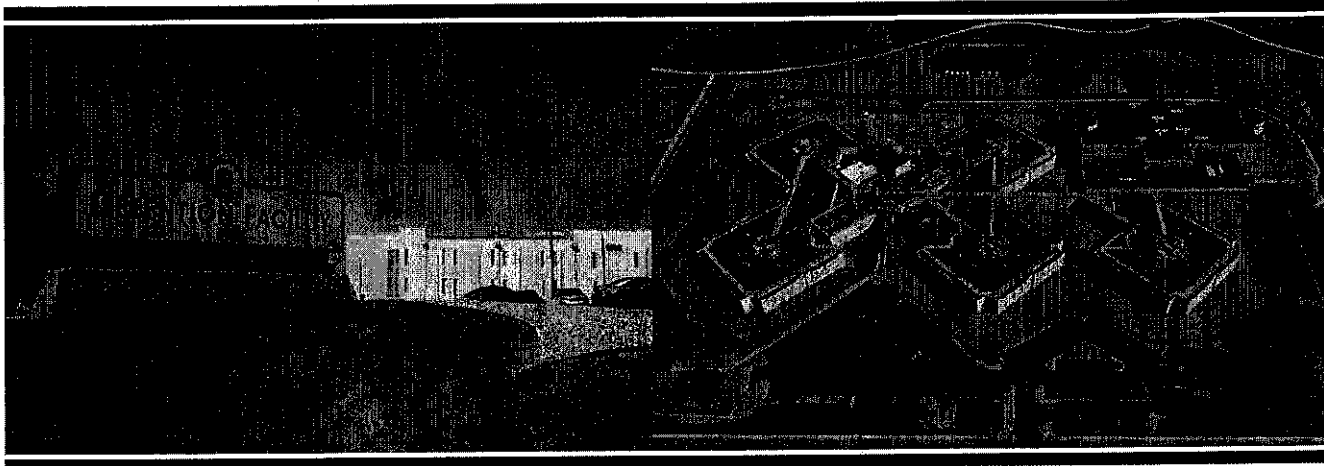


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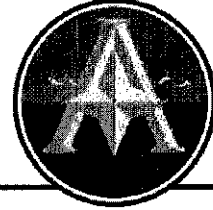
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Mental Health Unit Renovation





ADAMS COUNTY
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**Tab 1:
Cover Letter**



October 24, 2016

Selection Committee
Adams County Government Center
Purchasing Division of the Finance Dept.
4430 South Adams County Pkwy., 4th Floor, C4000A
Brighton, CO 80601

Re: CM/GC Services for Mental Health Unit Renovation

Dear Selection Committee:

Roche Constructors is very excited to work with Adams County and DLR Group on the Mental Health Unit Renovation.

As you already know, Roche has substantial municipal experience — more than \$300 million — with secure facilities such as detention centers, federal buildings, office buildings, and laboratories, including new construction, additions, and remodels. We also have experience with mental health agencies.

Our approach to completing this project is detailed in Tab 3. Keys to the success of this project include straight-forward communication and detailed planning between Roche, Adams County Government, and the Adams County Detention staff to minimize disruptions and maintain the required security levels of the facility.

We have also provided our fee proposal in Tab 4. If you have any questions about our pricing, please contact Chief Estimator Steve Fisbeck.

We are committed to meeting your project budget and schedule. Our team is excited and determined to work on your behalf. Thank you for your continued consideration. Please call me with any questions.

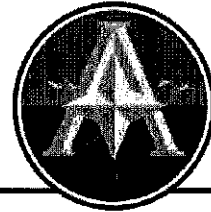
Sincerely,

ROCHE CONSTRUCTORS, INC.



Thomas J. Roche
President and CEO





ADAMS COUNTY
COLORADO

**Tab 2:
Verification of Previously-
Submitted Qualifications**



Roche Constructors has no substantive changes to the previously-submitted qualifications; however, there are a few minor items that we would like to make note of.

TAB 4: CONSTRUCTION MANAGEMENT CAPABILITIES

Résumé Updates, Current Assignments

Sean Sanchez, Project Manager:

- \$14.2 MM, King Soopers Marketplace No. 129 & Retail Shops, Erie, CO (completion 11/2/16)
- \$1.2 MM, Walmart Supercenter No. 980 Remodel, Greeley, CO (completion 11/10/16)

Jake Wichmann, Project Superintendent:

- Currently finishing final punch list items on projects at Aims Community College (part of our general construction contract with the College)

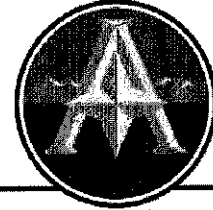
TAB 5: CONTRACTOR RESPONSIBILITY

2016 EMR: 0.93

TAB 2: VERIFICATION OF PREVIOUSLY-SUBMITTED QUALS

Mental Health Unit Renovation





ADAMS COUNTY
COLORADO

**Tab 3:
Project Approach
& Work Plan**



ITEM 1: COORDINATION & COOPERATION WITH THE OWNER & DESIGN PROFESSIONAL

TEAM INTERACTION DURING DESIGN

During design, Adams County, DLR Group, and Roche Constructors will work together closely. After award of the project, we will hold a kick-off meeting to discuss the goals of the project, the schedule, project programming, and other critical aspects of the project.

Weekly preconstruction meetings will also be held to keep the design moving forward. Representatives from Adams County, Roche, and DLR will participate in these meetings.

INTERACTION DURING CONSTRUCTION

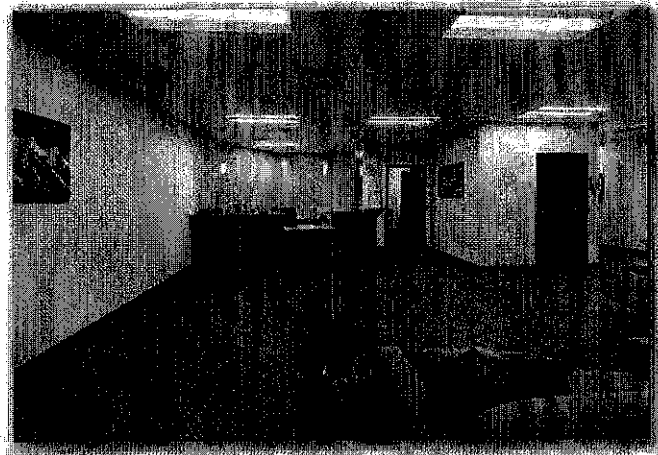
As mentioned above, during design, weekly preconstruction meetings will be held with Adams County, Roche, and DLR. As DLR begins developing the project to 50%, 95%, and 100% completion levels, DLR and Roche will work hand-in-hand to ensure what is drawn meets the established budget. We discuss product options, available trades, local labor talent, time concerns, and constructability. The end result is a set of documents appropriate to the submittal level that meets the budget, meets or exceeds the established schedule, and can be built.

Once the project enters the construction phase, Adams County and DLR will participate in the weekly Owner-Architect-Contractor (OAC) progress meetings at the project site. During construction, DLR Group will provide construction administration support answering design-related questions, reviewing submittals, answering RFI's, etc.

MANAGING ADAMS COUNTY'S COMMENTS

Because Adams County will be involved heavily in the preconstruction phase, all comments will be discussed and evaluated

thoroughly by the entire team during the weekly preconstruction meetings. Representatives from Adams County are always welcome to call Project Manager Sean Sanchez and Chief Estimator Steve Fisbeck any time to express concerns and ask questions. Our ultimate job is to provide Adams County with the project you are envisioning. We are here to meet your needs and exceed your expectations.



North Range Behavioral Health Indian Peaks Medical Center



Aurora Processing Center Annex: General Housing Unit



Aurora Processing Center Annex

ITEM 2: DEVELOPMENT OF THE GMP

To establish the GMP, we will use a project cost model and detailed estimates. An initial or conceptual cost model estimate will be developed by the team in which we will identify specific project parameters such as interior finishes, mechanical and electrical systems, and specific owner requirements. This cost model will be a functional living tool to guide the team through the design phases. The next step — detailed estimates — will detail what the project will really cost, taking into account Adams County's vision and the design team's intent.

We will provide extremely accurate estimates at the schematic design, design development, and construction document phases of the project. Our estimates are built using current pricing from subcontractors and vendors as well as our historical cost data from similar projects. The estimates will be extremely detailed, providing quantity surveys and unit costs on a line item basis.

From our experience, we have found that owners are consistently worried about "being surprised" with costs at the GMP phase. We will seek to eliminate any elements of surprise when it comes to the budget throughout the design phase. This is achieved by our team by being transparent with our preliminary budgets.

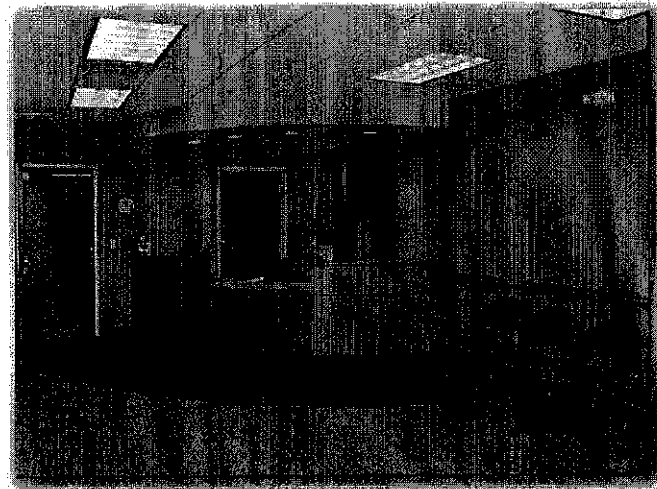
Roche's involvement early in the design process will help eliminate budget concerns during construction. Developing a budget early on and monitoring items that affect cost will be the key to controlling the budget. Regular estimates throughout the design phase help trend the project costs and ensure the project is within budget. Identifying system costs of key items early on will allow the design team to move confidently forward with design.

Constructability reviews during design will also make sure the building can be built efficiently and reduce the time to construct, which will also contribute to ensuring the budget is maintained. During construction, understanding the current market and forecasting monthly costs accurately will help ensure costs are contained as well.

As far as establishing a GMP, we can have an executed GMP after the design development documents have been completed. We will carry a small contingency (shown in our fee proposal) in our budget that will accommodate minor cost fluctuations from the design development to the construction document phase of design. This, again, will eliminate the element of surprise with the budget.



North Range Behavioral Health, Greeley



North Range Behavioral Health, Greeley

ITEM 3: PREQUALIFICATION OF SUBCONTRACTORS

Roche thoroughly analyzes and prequalifies its subcontractors. The time and effort spent prequalifying subcontractors and vendors are well worth it to ensure that Adams County is getting the best technically-qualified, financially-secure firms on the project. Our prequalification application evaluates the following attributes of the subcontractor: financial status, project experience, safety, bonding and insurance, and references. Once the subcontractor is deemed technically-acceptable, our Chief Financial Officer reviews the company to determine financial stability. If the company is deemed financially-stable, it is added to our prequalified list.

The market's conditions have changed over the past year. The availability of manpower is now a concern. We create detailed schedules to send to subcontractors prior to the bid to ensure the subcontractors have adequate manpower available in the time frame that the schedule dictates. We also look at their current overall staff and other project commitments and compare that against our project to ensure that their current staff can handle our project's obligations.

We always get bids from at least three qualified subcontractors to ensure the numbers are competitive. We also do an in-house take-off with historical data, so we know when we receive the subcontractor numbers that they have the scope covered and, if there is a large discrepancy, which number is correct. This helps to provide accurate numbers that everyone has confidence in. In a situation where we would partner with a subcontractor, we have an understanding that their initial budget must be maintained. If they cannot maintain their initial budget, then their scope goes out to competitive bid. This drills in the importance of the initial budget and the possible consequence of being unable to maintain the budget.

Once bids are received, they are tabulated and posted. At least two of the apparent low subcontractors for each scope of work will be interviewed to review scope, schedule, system history, backlog, and other key selection criteria. We will then make recommendations to the team for approval of the lowest qualified bidder.

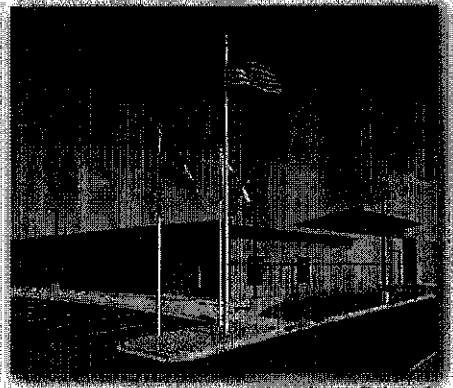
A list of major subcontractors that we prefer to work with is enclosed on the following page.



Frederick Public Works Facility



*Denver Federal Center Building 56
2nd Floor Renovation*



*Northern Colorado
Regional Forensics Laboratory*



ITEM 3: PREQUALIFICATION OF SUBCONTRACTORS *(continued)*

Acoustical Ceilings

- SBD Acoustics
- Heartland Acoustics
- Above All Acoustics

Concrete

- Clem-N-Sons Concrete
- GR Construction
- ESD, Inc.

Doors

- Collins Door and Hardware
- Colorado Doorways
- Jaco Door
- Metro Door Specialists

Electrical

- ADK Electric
- E Light Electrical
- Encore Electric
- Malm Electric
- Montgomery Electric
- Sturgeon Electric
- LEI Companies
- MBR Electric

Fire Sprinkler

- Total Fire Protection
- All State Fire Protection

Floor Coverings

- Resource Colorado
- Guy's Floor Service, Inc.

Framing & Drywall

- Augusta Construction
- Diversified Builders

- J&S Drywall Specialties
- Spacecon

Glass/Storefront

- Glass Masters
- Cutting Edge Glass
- Builders Glass
- Ken Caryl

Masonry

- C. Morgen Masonry
- Del's Masonry
- Ammex Masonry

Painting

- 4K Paint & Drywall
- Batak Painting
- Dynamic Painting
- Maximum Painting
- Precision Painting

Plumbing/HVAC

- Apollo Mechanical Contractors
- JCOR Mechanical
- NM Industrial Services
- RK Mechanical
- Trautman & Shreve
- U.S. Engineering

Roofing

- Select Roofing
- Central States Roofing
- Flynn
- Tecta America

Security & Detention Systems

- Sierra Detention Systems
- Norment Security Group
- CML Security
- Argyle

Selective Demolition

- MP Contracting
- Engineered Demolition
- Edge Demolition
- Gorilla Demolition

Specialties

- Colorado Specialties
- Associated Building Specialties
- Dynamic Specialties

ITEM 4: SCOPE, QUALITY, BUDGET, & SCHEDULE MANAGEMENT

Roche will manage and coordinate all aspects related to the project construction. This will include the following:

- Conduct weekly subcontractor scheduling, coordination, and safety meetings
- Review and manage the submittal process to assure the proposed products and materials are in compliance with the plans and specifications
- Coordinate the timely procurement of those materials
- Issue and track RFI's
- Conduct pre-trade meetings
- Ensure conformance of all items of work
- Arrange and schedule the services of qualified testing agencies
- Review for compliance and submit all inspection reports
- Perform initial, follow up, and final inspections on each phase of work
- Conduct and complete twice-daily safety inspections of the entire site
- Perform inspections to assure the project meet storm water controls and dust control requirements
- Produce and maintain daily reports of work and manpower used onsite for project records and payroll tracking

Important areas of focus include schedule, quality, budget, as-builts, and close-out, which are detailed in the following paragraphs.

SCHEDULE

Schedule effectiveness is a strength of Roche. We simply do not fail. We have never delivered a project late. Aggressive, fast-track schedules are a standard requirement of many repeat clients. They know they can count on Roche to deliver their project when they need it, on time, no excuses.

The critical path method (CPM) schedule for construction will be developed jointly by Project Manager Sean Sanchez and Superintendent Jake Wichmann. The schedule will be built with flexibility in mind to take advantage of opportunities to complete work as quickly and efficiently as possible. The detailed CPM schedule is our plan to successfully complete the project.

Three-week look-ahead schedules will be prepared weekly, tying back to our CPM schedule. This type of schedule is functional and provides much more detail to allow the trades to effectively plan their work, manpower, and material requirements.

BUDGET

As mentioned previously, Roche's involvement early in the design process will help eliminate budget concerns during construction. During construction, understanding the current market and forecasting monthly costs accurately will help ensure costs are contained as well.

QUALITY CONTROL

We recognize that monitoring and maintaining the quality of the construction work is one of the essential components of a successful project. Quality control is also a facet of the "bigger picture" — quality assurance.

On this project, quality assurance starts with design and ends with attention to detail on the jobsite from the moment a component is first put into place until the staff and inmates have settled into their renovated space.

Quality assurance isn't just being aware of quality control procedures and issues. It covers much more — it's the entire process and operation of the construction project. Project Manager Sean Sanchez and our site team oversee and are involved in every aspect that involves quality.



ITEM 4: SCOPE, QUALITY, BUDGET, & SCHEDULE MANAGEMENT
(continued)

AS-BUILTS

Preparation of as-builts begin on the day we break ground. As-builts will be updated and uploaded on a bi-weekly basis. As-builts will be prepared in “real-time” rather than at the end of the job. At anytime during construction, Adams County is able to inspect the progress of the as-builts. Prior to punch list, Roche and the design team will submit a pre-submittal as-built to the County for review. Comments from the County will be incorporated into the final submittal.

30-DAY CLOSE-OUT

It is a contractual requirement of Roche that all close-out materials be submitted by our subcontractors at 90% completion of their specific scope of work. Our close-out team is extremely proficient in the procurement of close-out documents, working closely with the project staff. Obtaining close-out documents typically starts within a couple of months after construction starts. As with our as-builts, close-out documents are procured in “real-time” rather than at the end of the project. This policy minimizes the time for close-out at the end of the project. Owner training commences as soon as system’s become operational. Our projects typically close-out 30 days after substantial completion.

CONCLUSION

Our proven management plan will assure Adams County of a finished product that will exceed all expectations. From the day we start through the carefully collaborated design and construction of the renovation, all activities will focus on providing a safe and well-built renovation for Adams County.

ITEM 5: RESOURCE MANAGEMENT INCLUDING PROJECT STAFFING

During the construction phase, our experienced team will be afforded all the resources needed to accomplish their goals. Project Superintendent Jake Wichmann will be responsible for scheduling our own forces, as well as those of our subcontractors. He will conduct mandatory, weekly, on-site subcontractor meetings to discuss the schedule, potential problems, equipment, and personnel requirements for upcoming weeks.

Because Roche subcontracts almost 100% of the work, we believe in the importance of treating our subcontractors and suppliers with the same level of respect that we give our owners and design team members. Without the subcontractors and suppliers, we would not be able to build the projects that we do. They are integral to the success of our company. Having said that, we have strong relationships with our subcontractors and suppliers. We know that we can count on them to get the job done, and we value their input during the preconstruction process. In turn, they know that we are a strong and fair company to work with.

- Orientation Conference: At the start of the project, Project Manager Sean Sanchez will arrange an orientation conference with the subcontractors and suppliers. The purpose of the meeting will be to discuss our company standards and expectations as well as provide an orderly start to the project. It is during this meeting that all field administrative procedures, such as progress billings, submittals, change orders, etc., will be discussed, as well as communications and scheduling requirements



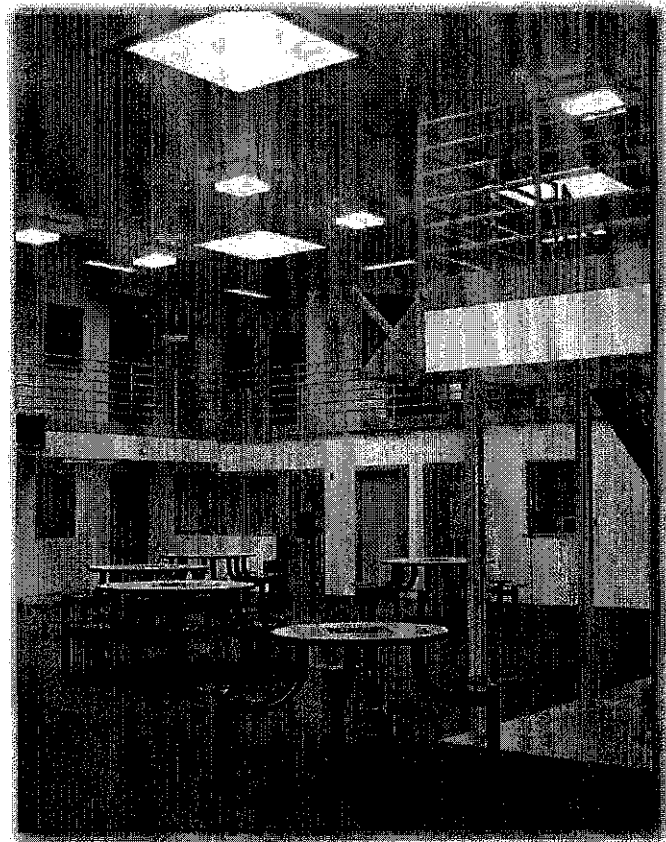
ITEM 5: RESOURCE MANAGEMENT INCLUDING PROJECT STAFFING (continued)

- **Supervision:** Roche will maintain an experienced, full-time staff at the jobsite to coordinate and oversee the overall direction of the work. Roche will monitor the work of the subcontractors and suppliers and coordinate their activities to meet the requirements of Adams County and DLR Group. Superintendent Jake Wichmann will carefully inspect the work of the subcontractors and suppliers during all stages of construction to protect against defects and deficiencies in the work.
- **Weekly Team Meetings:** Throughout construction, Sean and Jake will conduct at least one meeting every week at the jobsite to discuss the status of the project. Our subcontract agreement states that a representative from each company that is currently performing work or will be doing so within the following two weeks must attend the meeting. This is an opportunity for subcontractors and suppliers, Adams County, and DLR to express opinions and concerns regarding the project. A major focus of these meetings will be to review the schedule for the upcoming week, so that everyone is prepared for the week's upcoming activities.

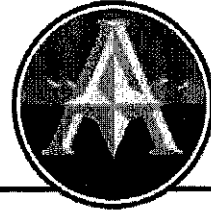
ITEM 6: CONFIRMATION OF CURRENT SCHEDULE & BUDGET

After reviewing the provided proposal documents, we do not foresee any issues with the provided schedule or budget.

We have identified our areas of focus and factors that we believe will be instrumental to the successful completion of this project. During construction, our areas of focus will obviously be keeping the facility secure and running like normal. We will implement noise and dust control measures, and will work closely with detention personnel to ensure that the facility's security is never breached, and that we do not interrupt the day-to-day activities of the facility. Our top priority is to maintain the safety of the detention personnel and inmates while constructing a quality project.



Weld County North Jail Complex Phase II



ADAMS COUNTY
COLORADO

**Tab 4:
Fee Proposal**



APPROACH TO DEVELOPING GMP

As mentioned in Tab 3, we will use a project cost model and detailed estimates to establish the GMP. An initial or conceptual cost model estimate will be developed by the team in which we will identify specific project parameters such as building envelope, interior finishes, mechanical and electrical systems, and specific owner requirements. This cost model will be a functional living tool to guide the team through the design phases. The next step — detailed estimates — will detail what the project will really cost, taking into account Adams County's vision and the design team's intent.

We will provide extremely accurate estimates at the schematic design, design development, and construction document phases of the project. Our estimates are built using current pricing from subcontractors and vendors as well as our historical cost data from similar projects. The estimates will be extremely detailed, providing quantity surveys and unit costs on a line item basis.

From our experience, we have found that owners are consistently worried about "being surprised" with costs at the GMP phase. We will seek to eliminate any elements of surprise when it comes to the budget throughout the design phase. This is achieved by our team by being transparent with our preliminary budgets.

Roche's involvement early in the design process will help eliminate budget concerns during construction. Developing a budget early on and monitoring items that affect cost will be the key to controlling the budget. Regular estimates throughout the design phase help trend the project costs and ensure the project is within budget. Identifying system costs of key items early on will allow the design team to move confidently forward with design.

Constructability reviews during design will also make sure the building can be built efficiently and reduce the time to construct, which will also contribute to ensuring the budget is maintained. During construction, understanding the current market and forecasting monthly costs accurately will help ensure costs are contained as well.

On past projects, we have established the GMP at both the design development and construction document phases. Once the GMP is established, that is the final cost of the project. There are only two instances in which this number may vary:

- 1. Savings are achieved during construction, which will reduce the GMP.
- 2. The owner decides to add to the scope of work.



Weld County North Jail Complex Phase III



Weld County North Jail Complex Phase III



APPROACH TO DEFINING GENERAL CONDITIONS & REQUIREMENTS

Each project is unique and presents different challenges and opportunities for success. We seek to provide the best quality of construction in the midst of these challenges on all levels, and we feel that the success of a project is a result of adequately staffing, supporting, and managing a construction project. The general conditions are defined as all direct costs that are required in order for Roche to successfully supervise, support, and manage the construction process on your project.

First off, the supervision costs are defined as any costs that are incurred by Roche in order to provide and pay for the necessary supervision of construction. These supervisors are employed by Roche directly and will consist of the on-site project superintendent as well as the project manager. These two roles are responsible for direct supervision and will ensure the on-site quality of construction. These employees are also backed and supported by in-office staff such as project administrators as well as their supervisors such as the general superintendent or the vice president of operations.

Secondly, support costs are any costs that are incurred by Roche in order to provide what is needed for a smooth and successful process of construction. Examples of these costs generally include, but are not limited to, tools, equipment, phones, printers, office supplies, office trailers, storage containers, and temporary toilets. These items provide both tradesman as well as Roche personnel with the necessary tools, equipment, and accommodations required for proper construction.

Last and certainly not least, are the job-site managing costs. These costs are defined as any costs incurred by Roche for the purpose of maintaining and ensuring a safe and clean job site. Safety-related costs consist of third-party safety inspections, fire extinguishers, and temporary safety systems (i.e. railings, enclosures, barricades, or signs). Cleanliness-related costs include temporary labor costs, trash removal and disposal, as well as final cleaning. These costs are incurred in order to maintain a clean job site that is free from unnecessary safety hazards.

The above costs are foundational in order to ensure the success of any construction project through adequate and capable supervision, support, and managing.

EXPLANATION OF ANY ITEMS NOT OTHERWISE EVIDENT IN THE FEE PROPOSAL OR WORK PLAN

We do not foresee any items that are not already in the fee proposal or work plan.



Adams County RFP 2016 CMGC

Fee Proposal:

Information in the previously submitted Qualifications Statement is accurate: Yes No

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:

<u>Item of Work / Scope</u>	<u>Proposed Fee:</u>	<u>Clarifying Notes:</u>
Pre-Construction/Design Phase:	\$13,400	estimated hours: 185
2. Construction Management Fee:	\$138,000	(approx. 4.6% of Constr. Cost)
a. Profit included in CM Fee: (This is included in the CM Fee Above)	\$69,000	(approx. 2.3% of Constr. Cost)
3. Anticipated General Conditions:	0.80	% of Construction Cost
a. Insurance Rates: (This is included in the GC Cost Above)	0.60	% of Construction Cost
b. Bonding Rates: (This is included in the GC Cost Above)	0.75	% of Construction Cost
4. CMGC Contingency:	5% planned	CMGC Preferred: 3 %
5. Cost of the Work	\$ To Be Determined by Subcontract Bid	
Total GMP for CMGC Services	\$ Anticipated \$3 Million (Subject to Verification)	

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 DD documents:

Yes No Explanations (if any): _____

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

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:

Thomas J. Roche, President & CEO



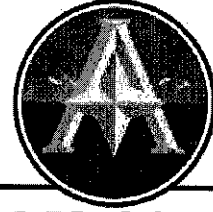
10/24/16

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.



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**Tab 5:
Clarifications
& Exceptions**



Roche Constructors does not have any deviations to the planned scope of work or exceptions to the proposed agreement.



Weld County Social/Human Services Building



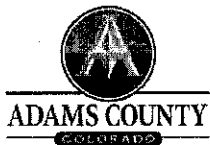
Greeley Public Safety Facility

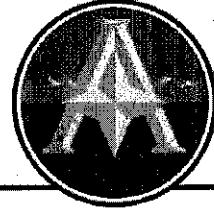


Greeley Public Safety Facility

TAB 5: CLARIFICATIONS & EXCEPTIONS

Mental Health Unit Renovation





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**Tab 6:
Vendor Information
Form & W-9**





Finance Department
 4430 South Adams County Parkway
 Brighton, CO 80601
 PHONE 720.523.6055 FAX 720.523.6058

VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9
(Payments & New Vendor #'s will not be processed without a completed W-9)

PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Jennifer Tierney Purchasing Division of the Finance Department

Employee Name *Department/Elected Office*

Company Name (Please include dba name, if applicable.)
 Roche Constructors, Inc. _____
Company Name *DBA Name (if applicable)*

Does this company function solely as a manufacturer rep or distributor? YES NO

If YES, is invoice payment sent to your remit-to address or the manufacturer?
 If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES NO
 If YES, please copy and complete this form for each location.

Remit-To Information (Invoice Payment):

Roche Constructors, Inc. _____
Company Name
 361 71st Avenue _____
Address *Address 2*
 Greeley _____ Weld
City *County*
 CO _____ 80634
State *Zip Code*
 (970) 356-3611 _____ (970) 356-6626
Phone Number *Fax Number*

Address for Purchase Orders/Contracts (If different from above.)

_____ _____
Address *Address 2*
 _____ _____
City *County*
 _____ _____
State *Zip Code*
 _____ _____
Phone Number *Fax Number*

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

(970) 356-3611

(970) 356-3619

Phone Number

Fax Number

Company Information

www.rocheconstructors.com

info@rocheconstructors.com

Web Address

Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

troche@rocheconstructors.com

Company Email Address

Contact Information

Tom Roche

President & CEO

Contact Name

Position/Title

(970) 356-3611

(970) 352-4553

Contact Phone Number

Contact Fax Number

Contact Email Address (if different than above)

BUSINESS CLASSIFICATION – Please check all that apply and attach supporting documents for these business classifications:

- Small Business
- Disadvantaged
- Woman Owned
- Hub-Zone
- Business is 51% owned by physically disabled individual(s)
- Veteran Owned
- Vietnam Veteran
- Service Disabled Veteran

ETHNICITY OF BUSINESS – Please check where applicable

- Black American
- Hispanic American
- Asian Pacific American
- Subcontinent Asian American
- Native American
- Caucasian
- Other

CONFLICT OF INTEREST

Does this company employ any Adams County employees or their immediate family members? YES NO

If YES, please explain

Does this company have any financial interests with an Adams County employee? YES NO

If YES, please explain

Thank you!

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Roche Constructors, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
361 71st Avenue

6 City, state, and ZIP code
Greeley, CO 80634

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-			-			
OR									
Employer identification number									
8	4	-	0	6	1	7	0	2	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Carl A. Dussin* Date ▶ *10-14-16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

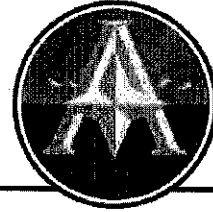
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ADAMS COUNTY
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**Tab 7:
References**



DETENTION REFERENCES

Tom Wiersdma, Senior Vice President, Project Development
 The GEO Group, Inc.
 (561) 999-7378
 twierdsma@geogroup.com

Project Reference: Aurora Processing Center Annex, Aurora, CO

Toby Taylor, Director of Building & Grounds
 Weld County, Colorado
 (970) 304-6531
 ttaylor@weldgov.com

Project References (all projects located in Greeley): Weld County North Jail Complex Phases I-III, Northern Colorado Regional Forensics Laboratory, Weld County Social/Human Services Building, Weld County Alternate Communications Dispatch Center, North Business Park Administration Building, & Weld County Law Enforcement Administration Building

MENTAL HEALTH REFERENCES

Cyndi Dodds, Chief Operations Officer
 SummitStone Health Partners
 (970) 494-9762
 cyndi.dodds@summitstonehealth.org

Project Reference: SummitStone Health Partners Tenant Finish (Loveland)

Larry Pottorff, Executive Director
 North Range Behavioral Health
 (970) 347-2120
 larry.pottorff@northrange.org

Project References: North Range Behavioral Health (NRBH) (new Greeley facility), NRBH Renovation & Addition (Loveland), Frontier House Addition & Remodel (Greeley), Crisis Support Services Remodel (Greeley), Indian Peaks Medical Center Tenant Finish (Frederick), Island Grove Regional Treatment Center Remodel (Greeley), 1260 H Street Exterior Renovations (Greeley)

ADDITIONAL REFERENCES

Rory Hale, Public Works Director
 Town of Frederick, CO
 (720) 382-5800
 rhale@frederickco.gov

Project Reference: Frederick Public Works Facility



ADDITIONAL REFERENCES

Mike Casper, Director of Facilities Management
 General Services Administration, Rocky Mountain Region
 (303) 497-5012
 mike.Casper@gsa.gov

Project References: Denver Federal Center (DFC) Building 56 Second Floor Renovation, Fort Collins Federal Building Energy Upgrades, DFC Building 41 FAS Build Out, Arraj Federal Courthouse Sandstone Paver Repair (Denver), Rocky Mountain Lab AMOB Renovation, Bldg. 31 (Hamilton, MT), GSA Anti-Ram Vehicle Barriers (Colorado Springs), DFC Building 56 Elevator Remodel

Michael Millsapps, Chief Facilities Management Officer
 Aims Community College
 (970) 339-6376
 michael.millsapps@aims.edu

Project References: General Services Building Remodel (Greeley), Loveland Campus Interior Finishes, Fort Lupton Campus Science Lab 202 Renovation, PE & Recreation Center Expansion (Greeley), Allied Health Laboratories Remodel (Greeley), & Miscellaneous Small Projects

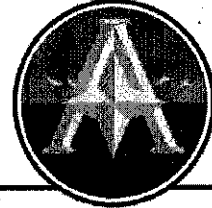
Rebecca Teeples, Executive Director
 Windsor Charter Academy
 (970) 674-5020
 rebecca.teeples@windsorcharteracademy.org

Project References: Windsor Charter Academy, Windsor Charter Academy Elementary Addition, & Windsor Charter Academy High School Expansion

Dr. Sherry Gerner, Director of Schools
 University Schools
 (970) 506-7001
 sgerner@universitieschools.com

Project References: University Middle School, University Schools & Auditorium, University Schools Addition





ADAMS COUNTY
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**Tab 8:
Contractor's Certification
of Compliance**



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:

Roche Constructors, Inc.

Company Name

October 24, 2016

Date

Thomas J. Roche

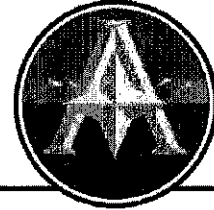
Name (Print or Type)


Signature

President & CEO

Title

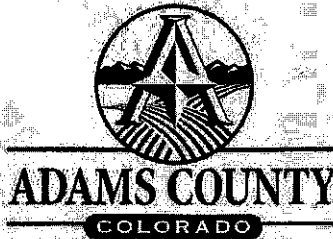
Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



ADAMS COUNTY
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**Tab 9:
Proposal Form**





PROPOSAL FORM
2016.249 CMGC SERVICES MENTAL HEALTH UNIT

VENDOR'S STATEMENT

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
 If None, Please write NONE.

Roche Constructors, Inc.	October 24, 2016
Company Name	Date
361 71 st Avenue	<i>[Signature]</i>
Address	Signature
Greeley, CO 80634	Thomas J. Roche
City, State, Zip Code	Printed Name
Weld	President & CEO
County	Title
(970) 356-3611	(970) 356-3619
Telephone	Fax
troche@rocheconstructors.com	
E-mail Address	