ADAMS COUNTY CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this ______ day of ______ (CHOWL), 2017, 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 Saunders Construction LLC, located at 86 Inverness Place North, Englewood, CO 80112, 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 2017.432

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 Solicitation Type, 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, CONSTRUCTION AGREEMENT, ADDENDUM #1.
- 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.

- 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. Term of Agreement: Pre-construction services shall be completed by June 30, 2018. 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 June 30, 2019.

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, the sum of seventy-two thousand four hundred and forty-six dollars (\$72,446.00).
- 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 the proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
 - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
 - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. <u>Fund Availability:</u> 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 sum of \$2500 or value as negotiated in the Guaranteed Maximum Price for each calendar day that the Contractor shall be in fault.
- 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 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. <u>DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS</u>

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

8. WARRANTY

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

9. SUBCONTRACTING

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

10. CHANGE ORDERS OR EXTENSIONS

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

11. <u>INSPECTIONS, REVIEWS AND AUDITS</u>

- 11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
 - 11.1.1. Work to be completed, if any; and,
 - 11.1.2. Work not in compliance with the Agreement, if any; and,
 - 11.1.3. Unsatisfactory work for any reason, if any.
- 11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

12. CLEAN-UP

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site

satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

13. PROJECT ADMINISTRATION

- 13.1. The Project Manager for this Agreement shall be Sean Braden, who can be reached by phone at 720-523-6003. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 13.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 13.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 13.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

14. **NONDISCRIMINATION**

- 14.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
 - 14.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. INDEPENDENT CONTRACTOR

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

16. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, 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 but only to the extent caused by the negligent performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement. Such indemnification obligation shall be limited to the extent the Contractor, its agents, employees or subcontractor caused said damages or injury, as determined by a court. The above indemnification obligations are not intended to and shall not conflict with or replace a) the warranty obligations 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. <u>Commercial General Liability Insurance</u>: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence General Aggregate \$1,000,000 \$2,000,000 17.1.2. <u>Comprehensive Automobile Liability Insurance</u>: 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. <u>Professional Liability Insurance*</u>: 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. as an "additional insured" and shall include the following provisions:
 - 17.2.1. The Contractor's commercial general liability and comprehensive automobile liability policy only shall include Adams County as an "additional insured"
 - 17.2.2. 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.
 - 17.2.3. 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.
 - 17.2.4. 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. <u>Termination of Agreement for the Convenience of the County:</u> 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. <u>Termination of Agreement for Cause:</u> 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. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 20.2. <u>Compliance with Laws:</u> 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. <u>Record Retention:</u> 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. <u>Assignability:</u> 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. <u>Waiver:</u> 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. <u>Force Majeure:</u> 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. <u>Notice:</u> 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 Facilities and Fleet Management

Contact: Sean Braden

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

Phone: 720-523-6003

E-mail: sbraden@adcogov.org

Department: Adams County Purchasing Contact: Jennifer Tierney Hammer

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: Saunders Construction, LLC

Contact: Joe Pepper

Address: 86 Inverness Place North City, State, Zip: Englewood, CO 80112

Phone: 303-699-9000

E-mail: J.pepper@saundersinc.com

- 20.8. <u>Integration of Understanding</u>: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 20.9. <u>Severability</u>: 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. <u>Authorization</u>: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 20.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

ADAMS COUNTY COLORADO BOARD OF COUNTY COMMISSIONERS

Eva F. Henry, Chair	10 24 17 Date	
SAUNDERS CONSTRUCTION LLC		
Signature Salvan		
Darrell Eastwood Printed Name	Title S. V.P.	
ATTEST:		
Stan Martin, Clerk and Recorder	Deputy Clerk	
APPROVED AS TO FORM:	Adams County Attorney's Office	
NOTARIZATION OF CONTRACTOR'S	SIGNATURE:	
COUNTY OF Arapahoe	_)	
STATE OF Colorado)SS.	
Signed and sworn to before me this 3rd day of October 2017,		
by Darrell Eastwood Sr. V.P.		
May Leigh Shaper Notary Public	STACY LEIGH SHAPIRO NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20014007084 MY COMMISSION EXPIRES 03/28/2021	
My commission expires on: 3 - 28	- 2021	

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:

Saunde	ors Consti	ruction, LLC.	10:	3.17
Company Name			Date	



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

ADAMS COUNTY FORMAL REQUEST FOR PROPOSALS 2017.432

CMGC Services for Animal Shelter

All documents and Addendum related to this RFP will be posted on the Rocky Mountain Bid System at: http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp

Proposal Issuance: May 23, 2017

PRE PROPOSAL CONFERENCE: May 30, 2017 10:30 am at 4430 South Adams County Parkway, Brighton, Colorado 80601

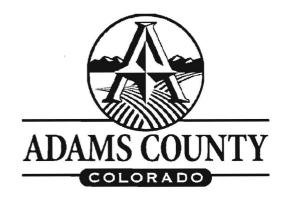
Written questions regarding this RFP will be accepted through: June 2, 2017

An Addendum to answer submitted questions will be issued no later than June 5, 2017

Proposal Opening Date: June 12, 2017

Time: 2:00

Location: Adams County Government Center 4430 South Adams County Parkway 4th Floor, C4000A Brighton, CO 80601



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 Animal Shelter. Adams County is seeking CMGC Services for the new construction of a building to be used to house Animal Shelter functions. This facility will be supported by new utility and roadway infrastructure located at the Regional Park property, just north of 120th Avenue. Utility and roadwork construction may be a phased approach.

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 June 2, 2017. All questions are to be submitted to Bethany Bonasera, Contract Administrator by E-mail at jtierney@adcogov.org.
- 3. An Addendum to answer all questions will be issued no later than June 5, 2017.

4. Existing Conditions:

There will be a Pre-Proposal (not mandatory) conference on May 30, 2017 at 10:30 a.m. at the Adams County Conference Center Room Brantner Gulch C 4430 South Adams County Parkway, Brighton, Colorado 80601.

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 Previous site visit conducted as part of the Request for Qualifications process will satisfy the requirements. Another site visit is not 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 May 8, 2015.

- 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:

(1Page Maximum)

- Verification of previously submitted qualifications:
- (1Page Maximum)
- o Confirm that there are no substantive changes to the previously submitted qualifications.
- o 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
 - Design Development into a GMP and Construction Administration
 - Prequalification of Subcontractors
 - Provide a list of proposed major subcontractors the CMGC prefers to work with. All major subcontractors must still pre-qualify with the CMGC prior to bidding of work. (2 Pages Maximum)
 - Scope, Quality, Budget, and Schedule Management
 - Resource Management including Project Staffing
 - Confirmation of current schedule and budget, or identify concerns, risks, or describe areas where potential changes/improvements may be made.
- Fee Proposal:

(2 Pages plus Form of Proposal)

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

(2 Pages Maximum)

- o Intent is to commence Design Phase work as soon as practical after contract approval. To expedite this approval process, please clarify any deviations to the planned scope or exceptions to proposed agreement.
- 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 ANIMAL SHELTER RFP 2017.432

- 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 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	Dated May 22, 2017
•	Sample Agreement / Supplementary Conditions	undated, as Attached
•	D&C Handbook	Dated February 2015
•	Sample CMGC Fee Matrix	undated, Exhibit 'A'
•	Sample Insurance Requirements	undated, Exhibit 'B'
•	Program Statement and/or Schematic Design Documents	by G Squared, Exhibit 'C'

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.

•	Revised Schematic Design (SD) Complete	6/30/17
•	Request for Proposals Issued for CMGC	5/22/17
•	Pre-Proposal Conference (not Mandatory)	5/30/17
•	CMGC Proposals Due	6/9/17
•	Anticipated Award for CMGC	7/11/17
•	Design Development Complete	9/29/17
•	GMP Established	10/27/17
•	Permitting / Bidding Documents Complete	12/29/17
•	Coordinated Construction Documents Complete	2/23/18
•	Construction Commences	3/12/18

It is likely that utilities and/or roadway work may proceed on a different schedule and this will be coordinated/determined with the Design Professional and CMGC prior to GMP.

8 <u>Insurance:</u> These Insurance Requirements for Construction Managers / General Contractor's are included as part of the Construction Agreement, in accordance with Section 1. Item 1.1 for the services outlined in the RFP 2017.432.

8.9 GENERAL REQUIREMENTS FOR ALL INSURERS:

These general requirements should be incorporated into every contract and should not to be waived without consulting with the County.

- 8.9.1 All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
- 8.9.2 The Contractor shall provide the Adams County a Certificate of Insurance evidencing all required coverages, before commencing work or entering County premises.
- 8.9.3 The Contractor shall name Adams County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns; its elected officials, trustees, employees, agents, and volunteers as "Additional Insured's" for work that is being performed by the Contractor, on all policies except for the Workers' Compensation coverage.
- 8.9.4 Upon request by the County, Contractor must provide a copy of the actual insurance policy and/or required endorsements effecting coverage(s) required by the Contract. Periodic updates, at a minimum of all previously identified termination dates, are required. The County may require that a current date stamped certificate of insurance is provided with each monthly payment application by the Contractor.
- 8.9.5 The County requires that all policies of insurance be written on a primary basis, non- contributory with any other insurance coverages and/or self-insurance carried by County.
- 8.9.6 The Contractor shall advise the County in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the County with a new certificate of insurance showing such coverage is in force.
- 8.9.7 Commercial General Liability Completed Operations coverage must be kept in effect for up to six (6) years after completion of the project.
- 8.9.8 Provide a minimum of 30 days advance written notice to the County for cancellation, non renewal, or material changes to policies required under the contract.

- 8.9.9 The Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.
- 8.9.10 Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the County. The County reserves the right to negotiate additional specific insurance requirements at the time of the contract award

8.10 Non-Waiver:

The parties hereto understand and agree that Adams County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et. seq., as from time to time amended, or otherwise available to Adams County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

8.11 Mutual Cooperation:

Adams County and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

8.12 Additional Insurance Requirements:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

Adams County in no way warrants that the minim limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

8.13 Coverage's and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability - Occurrence Form - ISO GC 0001 or equivalent. Coverage to include:

- 8.13.1 Premises and Operations
- 8.13.2 Explosions, Collapse and Underground Hazards
- 8.13.3 Personal/Advertising Injured
- 8.13.4 Products/Completed Operations
- 8.13.5 Liability assumed under an Insured Contract (including defense costs assumed under contract)
- 8.13.6 Independent Contractors
- 8.13.7 Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition or equivalent)
- 8.13.8 Additional Insured-Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- 8.13.9 Additional InsuredOwners, Lessees or Contractors Endorsement, ISO CG 2037 (2004 Edition or equivalent)
- 8.13.10 The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: "Adams County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured.

8.14 Minimum Limits:

General Aggregate	\$ 10,000,000
Products/Completed Operations Aggregate	\$ 10,000,000
Each Occurrence Limit	\$ 10,000,000
Personal/Advertising Injury	\$ 10,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

8.15 Automobile Liability:

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$1,000,000

8.16 Workers Compensation and Employers' Liability:

Policy shall contain a Waiver of Subrogation against Adams County.

The workers' compensation and employers' liability requirements shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

Coverage 'A' (Workers Compensation) Statutory
Coverage 'B' (Employers' Liability) \$500,000

8.17 Contractors Pollution Liability:

Adams County requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. Policy shall cover the Contractor's completed operations.

Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

The policy shall be endorsed to include the following as Additional Insureds: "Adams County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

Minimum Limits:

Per Loss	\$ 2,000,000
Aggregate	\$2,000,000

8.8 Builders Risk Insurance or Installation Floater – Completed Value Basis:

Unless otherwise provided, the County shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.

- 8.8.1 Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County's has insurable interest in the property to be covered, whichever is later.
- 8.8.2 The Builders' Risk insurance shall include interests of Adams County and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.
- 8.8.3 The Builders' Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.
- 8.8.4 Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).
- 8.8.5 The deductible shall not exceed \$10,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood. earthquake, windstorm, tsunami, volcano, etc.
- 8.8.6 Waiver of Subrogation against all parties named as insured(s), but only to the extent the loss is covered.
- 8.8.7 The County shall file with the Contractor a copy of the policy that includes the insurance coverages required in this section. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.
- 8.8.8 A loss insured shall be adjusted by the County and made payable to the County as fiduciary for the insureds, as their interests may appear. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub- subcontractors in similar manner.
- 8.8.9 The County has the authority to adjust and settle any losses in excess of \$10,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the County's exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

8.8.10

8.9 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

8.9.1 On insurance policies where Adams County is named as an additional insured, Adams County shall be an additional insured to the limits of liability

as required in this Exhibit.

8.9.2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

8.10 Notice Of Cancellation:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Adams County, attention: **Risk Management**, 4430 South Adams County Parkway, 4th Floor, Brighton, CO 80601.

8.11 Acceptability Of Insurers:

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Colorado and with an "A.M. Best" rating not less than A-VII (except Pinnacol Assurance). The County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8.12 Verification Of Coverage:

Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf

8.22.1 All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract

8.22.2 All certificates required by this Contract shall be sent directly to Adams County Risk Management, 4430 South Adams County Parkway, 4th Floor, Brighton, CO 80601. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

8.23 Subcontractors:

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence *l* \$2,000,000 aggregate.

8.24 **Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Risk Manager whose decision shall be final. Suchaction will not require a formal Contract amendment, but may be made by administrative action.

END OF INSURANCE REQUIREMENTS

- 5 <u>COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:</u> 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:
 - 5.1.1 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.
 - 5.1.2 The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 5.1.3 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.
 - 5.1.4 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.
 - 5.1.5 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.
 - 5.1.6 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.
 - 5.1.7 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).
 - 5.1.8 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.

Scope of Work

10.1 PROJECT DESCRIPTION:

Background: Currently, the Animal Shelter is located in a pre-engineered warehouse type facility located in an industrial development in Commerce City. Since the time that facility was constructed significant changes have occurred in the animal care industry which are not accommodated in the current facility. After reviews of several potential locations, the selected site for a new building is at the Regional Park site, north of 120th avenue, east of Riverdale Road.

The new facility is expected to be between 40,000 and 45,000 square feet, high quality, durable construction suitable for use in an animal care facility. Functions of the facility will include: Administration Services, Adoption and Animal Care Services, Clinic, Training and Classroom, Animal Control, Court hold, and supporting Facilities, IT, and similar functions.

Beyond the building, additional roadwork north from 120th avenue, potentially extending to 124th avenue, will be constructed, as well as ditch crossing(s), and utility infrastructure for the new facility. This work may be staggered or phased in relation to the building construction as needed to accomplish the total project.

The County is also planning to deconstruct a sewage lagoon in the Regional Park/Golf Course located north of 124th Avenue. This will include removal of existing wet waste, significant earth moving, and re-landscaping of affected earth areas. Subject to the County's selection, this work scope may be included in the overall project to achieve economies of scale for earth moving and utility work.

A parallel project that might also be ongoing with the County is remediation work at a property a few miles north on Riverdale Road. Disposition of excess/surplus earth from the Animal Shelter site balance may be allowed at this location and cooperation/coordination with the Contractor for that property may provide additional opportunities. The CMGC is expected to cooperatively assist the County in coordinating both projects.

Adams County intends the new Animal Shelter facility to be a "100 year" building and therefore designed and constructed accordingly. Furthermore, Adams County intent is to maintain the building as constructed, which means care must be given to current and future layouts, construction methods and quality, material availability and quality, and sustainable practices. The Adams County Government Center (4430 S. Adams County Parkway, Brighton, Colorado 80601) and the Human Services Center (11860 Pecos, Westminster, Colorado 80234) may be used as a reference for similar appearance and materials.

10.2 LOCATION OF THE PROJECT:

The project is part of the Regional Park located in unincorporated Adams County. The property address is currently unaddressed but is located immediately north of 120th Avenue, east of Riverdale Road.

10.3 EXISTING PROPERTY and BUILDING:

There are no existing buildings in the local area of the new facility. Initial geotechnical information is underway by the County, and will be made available to the eventual CMGC once the investigations are complete.

10.4 SCOPE OF SERVICES:

The Scope of Services will be described in the Request for Proposal, but will generally for 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:
 - o Project Team, while may evolve during the course of the project, is anticipated as:
 - Adams County Facilities Planning & Operations
 - Adams County Animal Shelter
 - G Squared Design (and associated consultants)
 - CMGC
 - O Project is not anticipated to be Fast-Tracked at this time, but the County reserves the right to explore this option with the Project Team.
 - o Refer to the CMGC Matrix for general work requirements. CMGC shall respond or identify exceptions to this list as part of the RFP response.
 - o GMP Development: The following items shall be anticipated for inclusion in the final GMP (anticipated development after DD completed / prior to CD):
 - GMP Summary and Narrative
 - List of Drawings, Specifications, and Contract Documents
 - Assumptions and Clarifications
 - GMP Cost Summary and Line Item Breakdown
 - Itemized Bid Alternates
 - Allowance Items and Values
 - Description of Allowable Contingency Use and Draw Down
 - General Conditions and Requirements Breakdown
 - GMP Schedule
 - Staffing Plan with Fee Breakdown
 - General Requirements and Breakdown
 - Respondents to this RFP accept that award of a CMGC contract does not automatically guarantee establishment of a GMP. Should the County be dissatisfied with the Pre-Construction/Design Phase services, the County may choose to place the construction work out for competitive bidding and terminate the contract at the end of the Design Phases.
 - O 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.
 - OAC meetings.
 - O Cost Estimate at the end of SD and DD phases, with potential GMP amendments upon completion of Construction/Consolidated Documents.
 - O Project Schedule, and updated Schedule, at the end of SD and DD phases, with potential GMP amendments upon completion of Construction/Consolidated Documents.
 - o Risk Log, tracked throughout course of entire project, identifying potential risks or issues that could impact project success.
 - Logistics and constructability reviews.
 - o Long lead and manufacturer options, opportunities, and
 - O 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, preconstruction, planning, scheduling, logistics, and budget management. Phases may commence at conclusion of Design Development.
 - o 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).

- o Develop bid packages, and coordinate with the County prior to issuance.
- O 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.
 - O Administer, manage, and use its best efforts to perform the project in an expeditious and economical manner in the best interests of the County.
 - o 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 or 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.).

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).

10.5 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)

10.6 PROJECT BUDGET:

The final construction budget will be developed between Adams County, the prime consulting Design Professional, and the successful Construction Manager / General Contractor. This budget may evolve throughout the course of the design phase. Anticipated total Construction Cost estimate is \$18,000,000 to \$22,000,000 inclusive of the building, utility, and roadway work.

For purposes of comparison in Fee Proposal evaluation, use \$20M for the anticipated GMP value. Regardless of final GMP, it is expected that the Fee Proposal will remain the same for Fees, percentage of General Conditions and Contingency.

End of Scope of Work

Submittal Checklist

	Response to RFP- Please note ALL requirements of Proposal Submission in section 5 of RFP
	W-9
	Contractor's Certification of Compliance
	Proposal Form
	References
	9 number of paper copies
П	One CD or flash drive of submitted proposal in a single PDF document
	Hourly Fee Schedule (by Level/Title)
П	Summary of Qualifications Form

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 2017.432 CMGC Services

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.

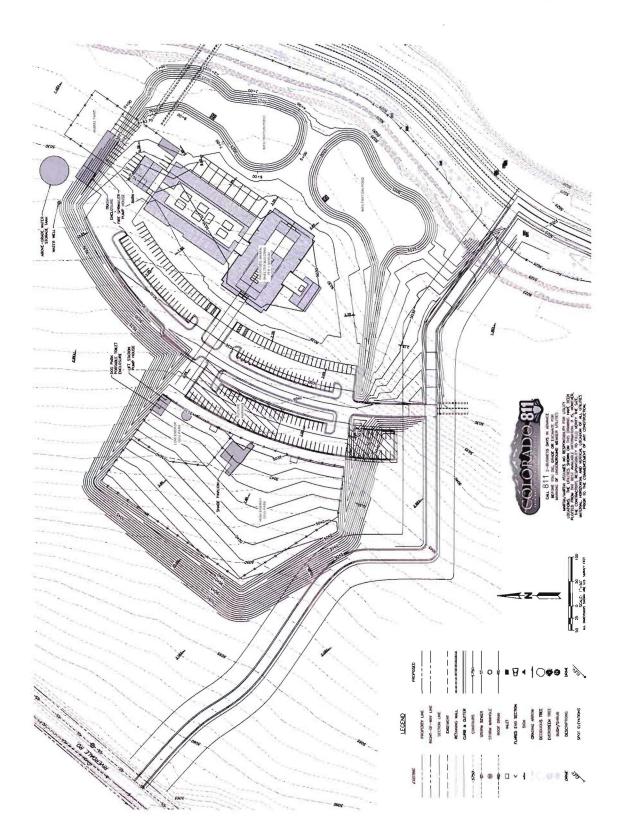
WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

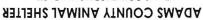
Addenda #	Addenda #	
If None, Please write NONE.		
		-
Company Name	Date	•
Address	Signature	
City, State, Zip Code	Printed Name	
County	Title	
Telephone	Fax	
E-mail Address		

Adams County RFQ 2015.110 CMGC

ree P	roposal:	
Inform	nation in the previously submitted	Qualifications Statement is accurate:YesNo
service will be	es described in this RFP, or norma	tion, Construction, Administration, and Management ally provided as part of CMGC (or CM at Risk) services this project. Lump sum costs for these services are Notlows:
	Item of Work / Scope	Proposed Fee: Clarifying Notes:
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:	3% to 5% planned CMGC Preferred: %
5.	Cost of the Work	\$ To Be Determined by Subcontract Bid
	Total GMP for CMGC Service	s \$ Anticipated \$20 Million (Subject to Verification)
We co	ntractually guarantee our staff pro	sposed for the entire duration of the project:
	_YesNo Explanation	ons (if any:)
We ag	ree with the anticipated GMP / Bu	udget for Construction based on the SD documents:
	_YesNo Explanation	ons (if any:)
We ag	ree with the anticipated Schedule	for Construction based on the RFP & SD documents:
	_YesNo Explanation	ons (if any:)
The un	cation of Fee Proposal: dersigned verifies that the information of to be misleading.	on included herein is true, accurate, and sufficiently complete
Name a	and Title (Printed)	Signature Date 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.

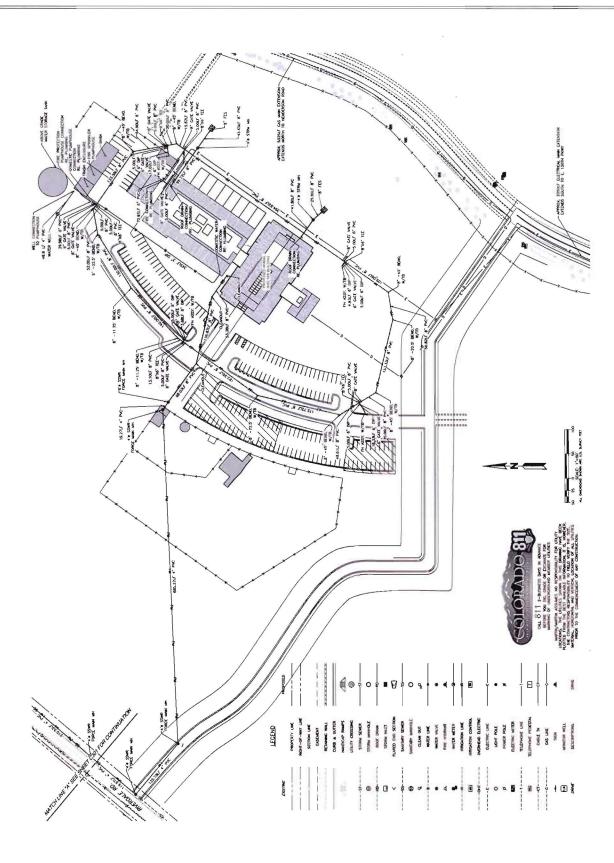




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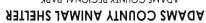


BRIGHTON, CO ADAMS COUNTY REGIONAL PARK,



OVERALL UTILITY PLAN





BKICHION' CO 1501H PKWY & PARK BLVD PDAMS COUNTY REGIONAL PARK,





L-101



ADAMS COUNTY ANIMAL SHELTER

BKICHION' CO 1501H BKMJ & BAKK BFND ADAWS CONNIJ KECIONAF BAKK







L-401



UTILITY LEGEND

ADAMS COUNTY ANIMAL SHELTER

BRICHTON, CO 120TH PKWY & PARK BLVD ADAMS COUNTY RECIONAL PARK,



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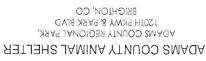
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STEPLAN

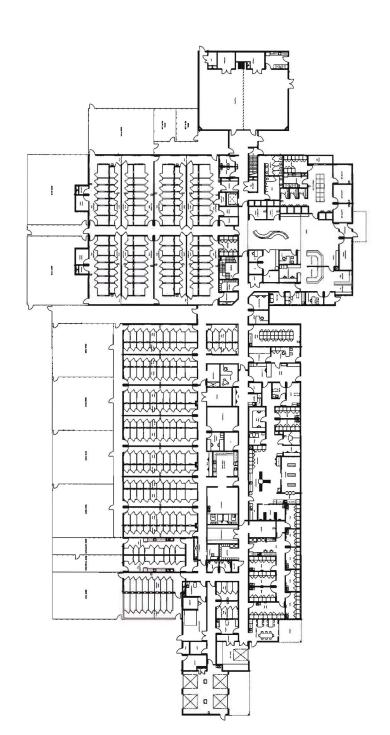
FLOOR PLAN / KEY PLAN







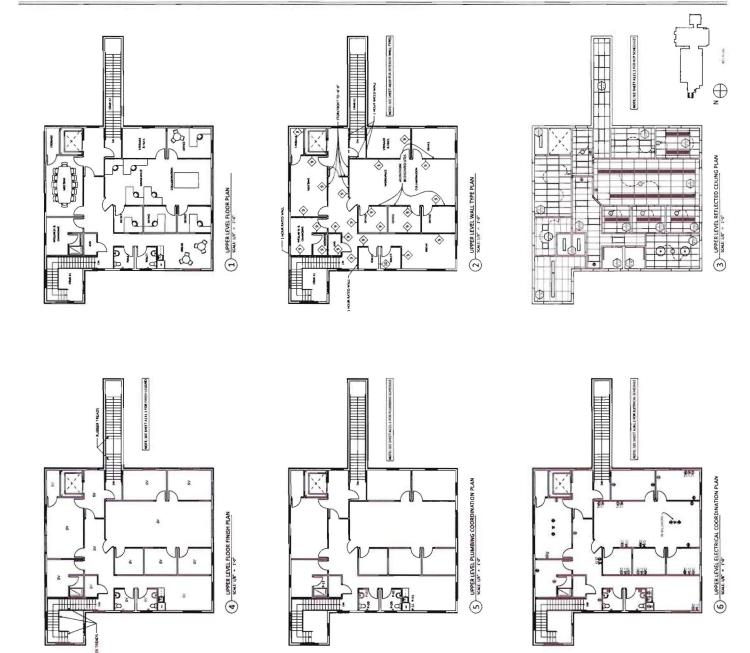


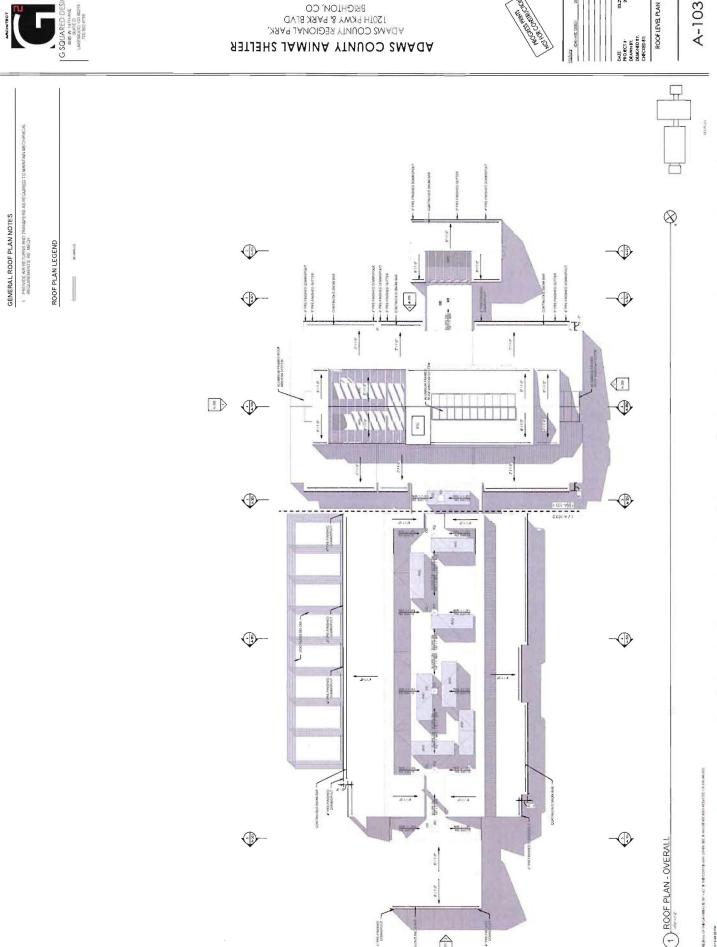




BRIGHTON, CO 120TH PKWY & PARK BLVD ADAMS COUNTY REGIONAL PARK,









BRICHTON, CO 120TH PKWY & PARK BLVD ADAMS COUNTY RECIONAL PARK,







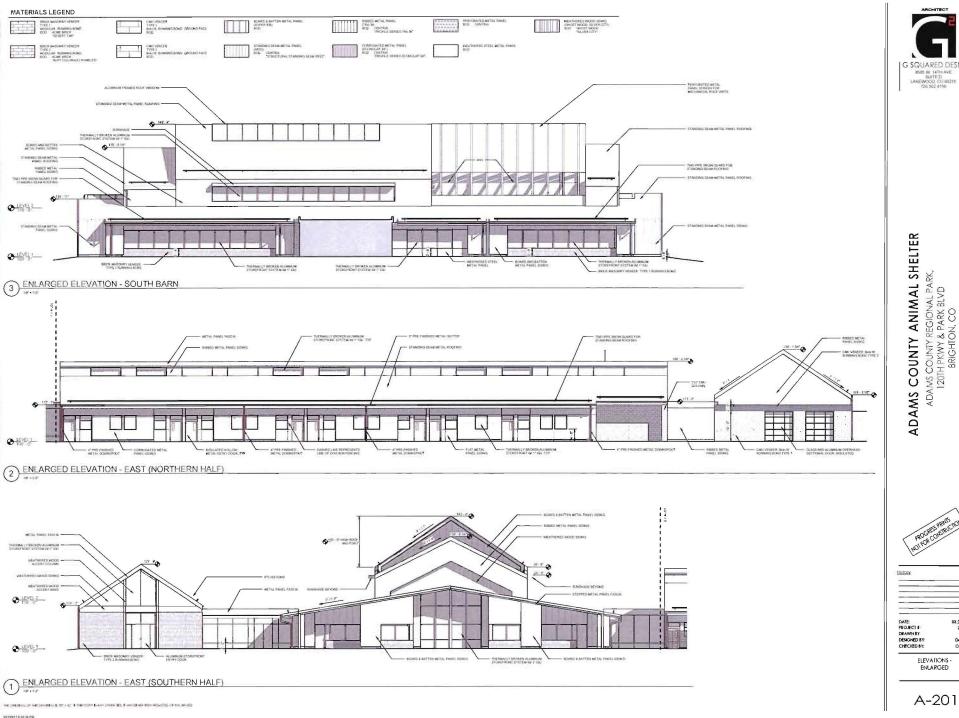
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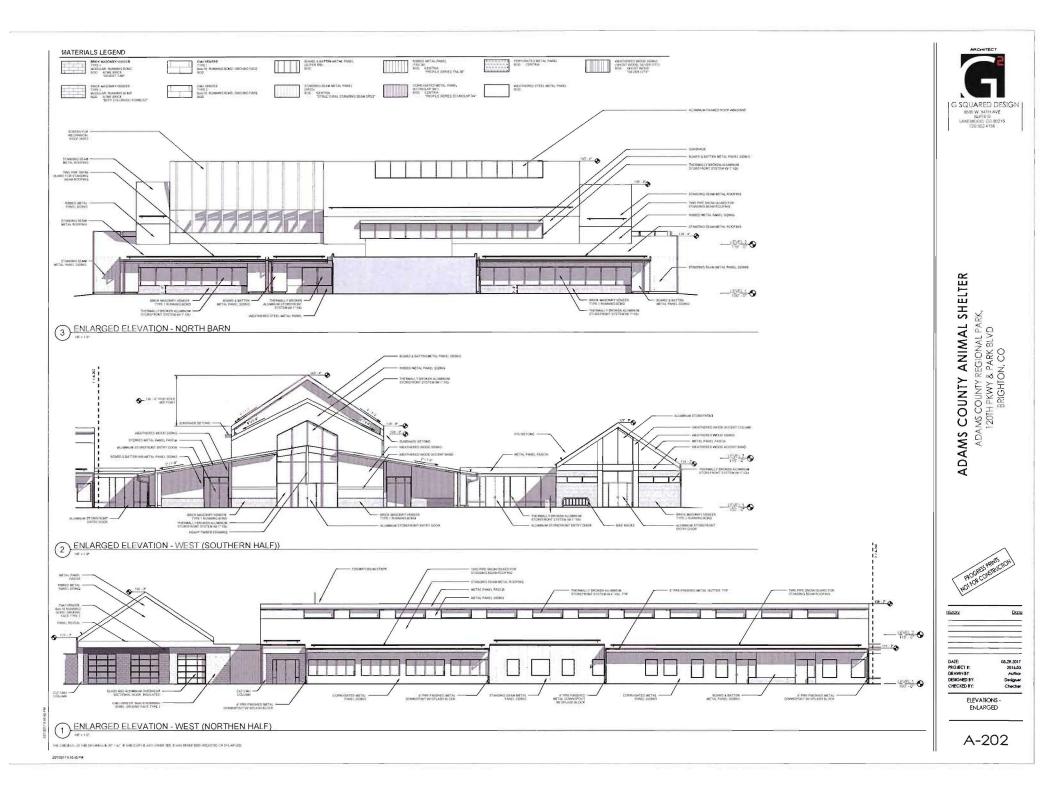
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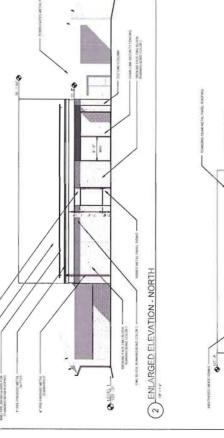


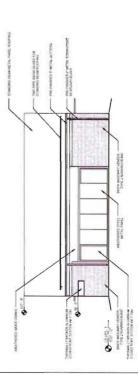
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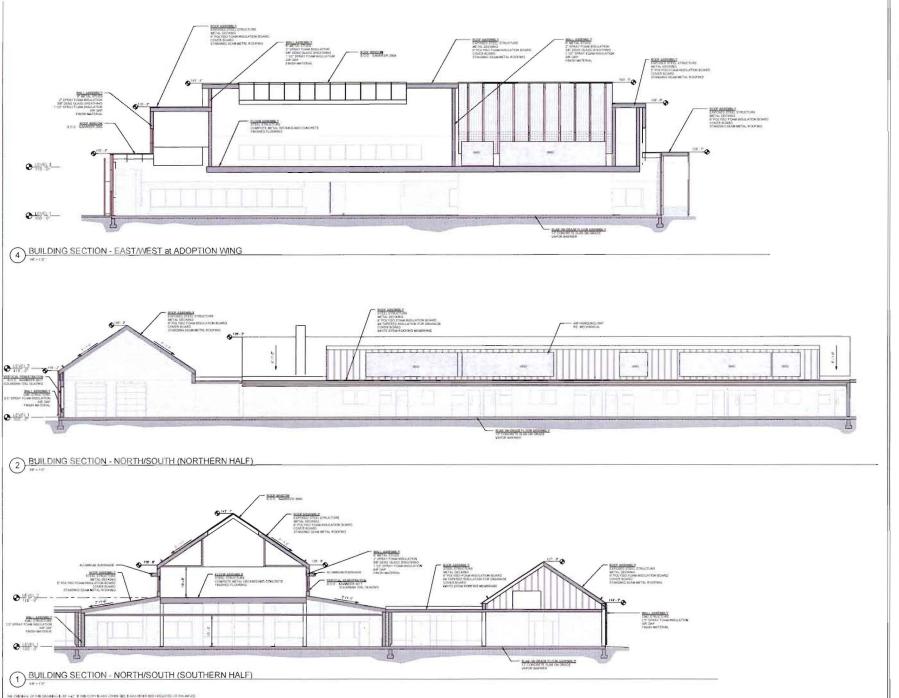
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(1) ENLARGED ELEVATION - SOUTH





ADAMS COUNTY ANIMAL SHELTER ADAMS COUNTY REGIONAL PARK, 120TH PKWY & PARK BLVD BRIGHTON, CO

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DATE.
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CHECKED BY:

BUILDING SECTIONS

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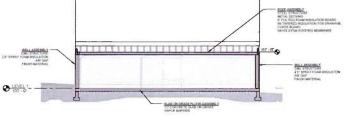
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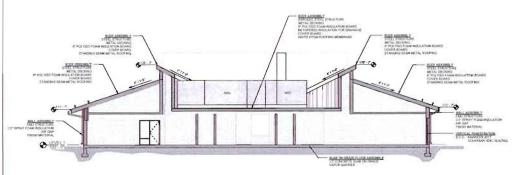
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A-301

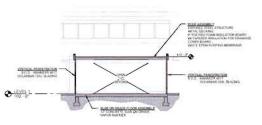
2 BUILDING SECTION - EAST/WEST at COMMUNITY ROOM



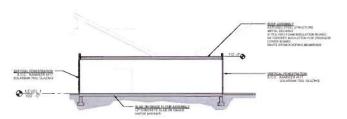
(5) BUILDING SECTION - EAST/WEST at ACO DRIVE THROUGH



BUILDING SECTION - EAST/WEST at HOLDING WING



BUILDING SECTION - EAST/WEST at SOUTH BRIDGE



3 BUILDING SECTION - EAST/WEST at NORTH BRIDGE

LEVEL 1 PLUMBING PLAN





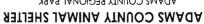
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GENERAL NOTES



GENERAL NOTES



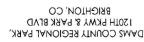
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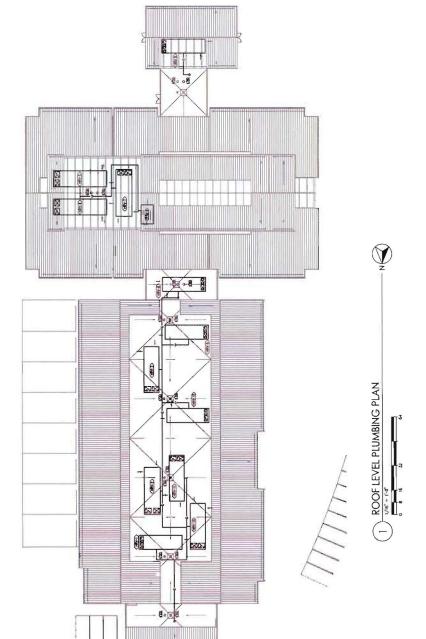






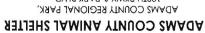
















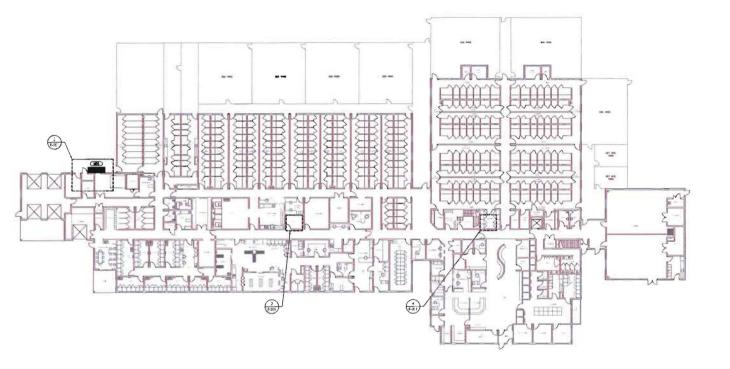
ADAMS COUNTY ANIMAL SHELTER
ADAMS COUNTY REGIONAL PARK,
120TH PKWY & PARK BLVD
BRIGHTON, CO



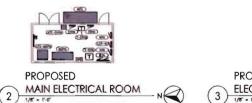


LEVEL 1 ELECTRICAL PLAN

E-201



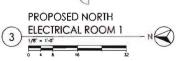




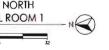
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ADAMS COUNTY ANIMAL SHELTER
ADAMS COUNTY REGIONAL PARK,
120TH PKWY & PARK BLVD
BRIGHTON, CO

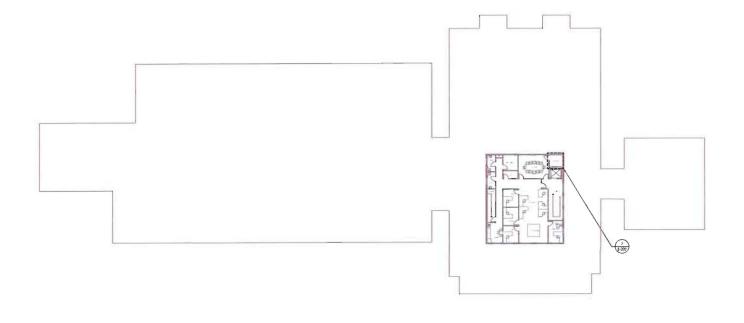


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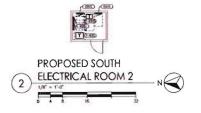
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LEVEL 2 ELECTRICAL FLAN

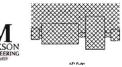
E-202











		Version 20	16.02.11					
Pe	rsonnel, Equipment, or Services Category	Pre- Construction Fee	CM Fee (Construction Phase)	General Conditions (Constr. Phase)	Direct Cost of the Work	Owner (Adams County)	Design Professional	Additional Services
Δ	Project Administration							1000
	Project Administration Project Management / Team Building		- T-					
1	Consultant Selections (A/E, Civil, etc.)			-		X		
2	Special Consultant Selection		_			X		
3	Surveyor Selection					X		
4	Review Design Concepts	Х				X	Х	
5	Site Use Recommendations					 ^	X	
6	Material Selection Recommendations	support				support	X	
7	Building Systems Recommendations	support				support	Х	
8	Building Equipment Recommendations Movable				tbd	tbd	tbd	
9	Building Equipment Fixed				Х		Х	
10				tbd		Х	tbd	
11	Coordinate Owner Supplied Moveable Equipment			tbd		X	tbd	
12	Construction Feasibility Recommendations	Х						
	Construction Scheduling Recommendations	Х						
	Life Cycle Costing Analysis					Х	Х	
15		Х				X	Х	
	Formal Value Engineering	X				X	X	
	Energy Use Analysis & Recommendations					X	Х	
	Labor Availability Review –Subcontractors	Х				390 50	300 34	
	Material Availability Review	Х						
19			-					
	Equipment Availability Review							
	Equipment Availability Review Subcontractor Availability Review	X	_					
20	Equipment Availability Review Subcontractor Availability Review							977 89
20	Subcontractor Availability Review							(C.)
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20 21	Subcontractor Availability Review CMGC Personnel / Labor Primary Project Personnel (On-Site)	X	Site Staff ge		C's / Off-Si	ite Staff gene	rally are CM	1 Fee
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	rsonnel, Equipment, or Services Category	Pre- Construction Fee	CM Fee (Construction Phase)	General Conditions (Constr. Phase)	Direct Cost of the Work	Owner (Adams County)	Design Professional	Additional Services
28	Procurement / Purchasing		X					
	Basic Legal Services		Х					
	Operating & Benefit Costs							
30	Home Office Operating Expense		Х					
	Benefits for CM Personnel		Х	Х				
	Vacations for CM Personnel		X	X				
	Bonuses for CM Personnel	Bonuses		part of Proj	ect Costs			
				ith Adams C				
	Air Transportation (not to project site)			ith Adams C				
	Meals and Lodging			ith Adams C		1		
	Personnel Moving / Relocation Expense			ith Adams C				
	Personnel Susbsitence Costs			ith Adams C		+		
	r craoriner odabatterice odata	7101 01101		nii / laai // c	ty appri.			
	CM Staff Equipment Costs (on-site only)		Not	e #1				
39	Personal Computer		140	X				
	Computer Software			X				
41	PDA (Tablets, Cell Phone, etc.)		_	x		+		
	Jobsite Copy Machines			X				
					ļ .	+		
43	Jobsite Phone and Fax Machines			X	_	_		
44	Jobsite Office Supplies			Х		_		
C	Jobsite Setup, Safety, Security & Serv	ices						
	Temporary Facilities							
1	Field Office (Trailer or Other)			Х				
2	Field Office Furniture			Х				
3	Field Office Maintenance / Repairs			Х				
4	Design Professional / Owner Office		Included wit	h Field Offic	е			
5	Storage Trailers / Sheds			Х				
			_					
	Temporary Utilities							
6	Field Office Power		· ·	Х				
7	Field Office Data / Phone			Х				
8	Field Office Drinking Water (Bottled)			Х				
9	Temporary Electrical Service / Distribution			Х				
10	Temporary Electrical Consumption Costs	7	No	te #2		X		
	Temporary Wiring & Lighting			Х				
	Temp. Elec. Maintenance (bulbs, breakers, etc.)			X				
	Temporary Gas Service			X		-		
	Temporary Gas Consumption Costs		No	te #2		X		
	Temporary Heat (Winter Conditions)			Х	[
	Temporary Water Service			X	1			
. •	Temporary Water Consumption Costs		No	te #2		X		
17		7		ed prior to U	lse	1 (
17 18		1 11						
18	Temporary Cooling (only where req'd)			X	1			
	Temporary Cooling (only where req'd)	,,		Х				
18	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services			X				
18 19	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services Temporary Construction							
18 19 20	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services Temporary Construction Project Signs (County required)		-	X	Project			
18 19 20 21	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services Temporary Construction Project Signs (County required) Project Signs (Contractor requested)		-	X rged to the F	Project			
18 19 20 21 22	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services Temporary Construction Project Signs (County required) Project Signs (Contractor requested) Bulletin Boards (Employee / Trade notices)		-	X	Project			
18 19 20 21 22 23	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services Temporary Construction Project Signs (County required) Project Signs (Contractor requested) Bulletin Boards (Employee / Trade notices) Temporary Stairs		-	X rged to the F	Project			
18 19 20 21 22 23 24	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services Temporary Construction Project Signs (County required) Project Signs (Contractor requested) Bulletin Boards (Employee / Trade notices) Temporary Stairs Temporary Enclosures and Partitions		-	X rged to the F	Project			
18 19 20 21 22 23	Temporary Cooling (only where req'd) Temporary Toilets / Sewer Services Temporary Construction Project Signs (County required) Project Signs (Contractor requested) Bulletin Boards (Employee / Trade notices) Temporary Stairs Temporary Enclosures and Partitions			X rged to the F	Project			

		1					a That a	A N DES
Pei	rsonnel, Equipment, or Services Category	Pre- Construction Fee	CM Fee (Construction Phase)	General Conditions (Constr. Phase)	Direct Cost of the Work	Owner (Adams County)	Design Professional	Additional
	Site Protection and Logistics		Not	e #3				
26	Temporary Fencing			Х				
	Barricades			X				
	Covered Walkways			X				
	Handrails, Toe Boards & Opening Protection			X				
	Site Protections and Dust Controls			X				
31	Trash Chutes, Hoppers, Dumpsters			X				
	Safety and Security Equipment / Services							
32	Safety Equipment (miscellaneous)			Х				
	First Aid Supplies			Х				
	Safety Nets			Х				
	Flagmen and Traffic Control			X				
	Fire Extinguishers / Fire Watch			X				
	2-Way Radio Equipment (if required)	1		X				
<u> </u>	2 Tray Radio Equipment (ii required)			- ~				
-	Weather Protections							
38	Removal of Snow and Ice - Site			Х		-		
	Removal of Snow and Ice - Building	 		X	-	-		
	Weather Enclosures (see Note #3)			x	Х			
	Maintenace of Permanent Heating/Cooling		No	te #4	^	7.		
	Warranty Cost of Permanent Heating/Cooling			te #4				
42	TVarianty Cost of Fermanent Heating/Cooling	12	140	.c , , ,				
	General Use Equipment, Tools, Supplies		Mod	te #1	do tratales i	-		
42	Small Tools	-110000000	1401	X				
	Expendable Construction Supplies	+		X				
	Air Compressors			X				
46	Dewatering Equipment			x				
47	Generators	-	_	X				
500000	Fuel, Repairs, and Maintenance	-		x				
49	Vehicles (Trucks, Lifts, Bobcats, etc.)	 		X				
49	Verlicles (Trucks, Liits, Bobcats, etc.)	-						
	Vertical Helating Convince	hmanson o. so	Mos	te #1				
F0	Vertical Hoisting Services Hoist and Tower Rental		T NO	X		4		
51	Small Material Hoist Rental			x				
				X				
52	Hoist Operators	+						
	Hoist Safety Inspections			X				
	Hoist Material Skips		-	X	:-	-		
	Hoist Material Hoppers		-	X				
	Erect and Dismantle Hoists			X				
	Fuel, Repairs, and Maintenance for Hoist	-		X				
	Hoist Communications			X				
	Crane Rental	-		X				
	Crane Operators	-	-	X		ļ		
	Crane Safety Inspections		_	X				
	Erect and Dismantle Hoists	+		X				
	Fuel, Repairs, and Maintenance for Crane			X				
	Crane Raising/Jumping Cost	-		X				
	Temporary Elevator Rental	-		X				
	Elevator Operators			X				
	Elevator Repairs and Maintenance	-		X				
	Cage Rider at Elevator	ļ		X				
	Elevator Safety Inspections	1	_	X				
	Forklift Operator			X				
_ /1	Forklift Safety Inspections			Х				

		version 20	10.02.11			-		
Per	rsonnel, Equipment, or Services Category	Pre- Construction Fee	CM Fee (Construction Phase)	General Conditions (Constr. Phase)	Direct Cost of the Work	Owner (Adams County)	Design Professional	Additional Services
72	Fuel, Repairs, and Maintenance for Fork Lift			X			247	ate
							,	
	Jobsite Cleanup							
73	Daily Cleanup			Х	n ve			
74	Final Cleanup (Contractor "Broom" clean)			Х	on phasing s may have their own equipment			
75	Occupancy Cleanup (dust, glass, etc.)			if req'd	n ph may heir quip			
	Debris Hauling & Removal			Х	g or de t			
77	Trash & Recycle Containers (dumpsters, barrels,	etc.)		Х	trac fovi			
	Dump & Recycle Permits & Fees		_	Х	Depending on phasing, some trades may have to provide their own cleanup & equipment			
79	Documentation of Recycle/Dumping (manifests)			Х	S t c			
-	Overlife Comment and Teating				6.5 CA.			
D	Quality Control and Testing							
1	Inspection Services		-	- 0				
2	Chief Inspector Field Inspector		All CM Inspections shall be part of CM Fee	Permit related Inspections are part of permit costs	Trades Inspections are part of the Cost of Work	—		
3	Inspectors' Office	-	All CM Inspections hall be part of CM Fee	Permit related nspections are part of permit costs	Trades pections of the C	\vdash		
4	Inspectors' Transportation	<u> </u>	Spe All	S t of sect	Tra bect of t			
5	Inspectors' Equipment		Sha	Per	Insp			
6	Special Inspection Consultants					Х		
	operation consultants							
	Testing Services							
7	Special Testing Consultants							
8	Concrete Testing		,	Festing shall be notuded in CM		_		
9	Masonry Testing		125	clude coordina		969000		
	Compaction / Soils Testing				ral Conditions	-		
11	Welding Testing							
	0							
40	Commissioning / Punch List Trades Punchlist Review and Correction			- , -				
12	CM Punchlist Review and Correction			X				
14	Punchlist with Design Professional & Owner			X		ounnort	support	
15	Air Balancing	<u> </u>			X	support	συμμοτι	
16	Water Balancing	-			X			
17	Coordinate w/ Third-Party Commissioning Agent			Х		support	support	
	g . g						,,,	
	Documenting Quality Control							
	Develop and Implement Quality Control Plan			Х				
	Field Office Testing Supplies/Materials	5.00				Χ		Χ
	Project Photographs			Х		Х	Χ	
21	Warranty Inspection Coordination			Х				
E	Permits, Licensing, and Fees	* 1						
L	Permits							
1	Zoning Approvals, Reviews, and Fees							
2	Building Permits (including MEP)					s,		
3	Partial Permits (Foundation, Structure, etc.)	 				1 🚜 👸		
4	Plan Check Fees					Shall be Owner's Cost -or- nburse CM as part of C		
5	Sitework Permits					r's parl		
6	Specialty Permits (Stormwater, etc.)					as		
7	Curb & Gutter Permits					δ̈¤́×		
8	Sidewalk Permits] e e		
9	Street Use Permits					lad Surs		
10	Landscape Permits					Shall be Owner's Cost -or- Reimburse CM as part of GC's		
11	Sign Permits					_ &		
12	Other / Miscellaneous Project Permits							

Market Street		Version 20					and the desired at the	
Pei	sonnel, Equipment, or Services Category	Pre- Construction Fee	CM Fee (Construction Phase)	General Conditions (Constr. Phase)	Direct Cost of the Work	Owner (Adams County)	Design Professional	Additional Services
	Fees and Use Costs							
13	Water Connection Fee (final not temp.)			 		/n		
	Sanitary Connection Fee (final not temp.)					i è è		
	Storm Connection Fee (final not temp.)					y F		
16	Gas Service Charge (final not temp.)					∃ as		
	Power Service Charge (final not temp.)					mit/U or or GC's		
	Steam Service Charge (final not temp.)					E		
	Chiller Water Service Charge (final not temp.)					Part of Permit/Utility Fees -or- Reimburse CM as part of GC's		
	Special Tap Fees (final not temp.)					1은 iji		
21	Use Fees					R Pa		
	Construction Related Fees					1.5		
22	Staking & Layout Fees/Costs				Х			
	Storage Yard Rentals	1			X			
	Parking Lot Rentals / Parking Fees	_			X			
	Royalties		None ar	nticipated				
	Specialty Fees & Licenses							
26	Contractor's Licenses	These	costs are e	expected to b	e CM's			
27	Construction Equipment Licences			harged or bill				
	Construction Equipment Permits	1	pro	oject.				
29	Professional Fees / Membership	1						
	Insurance							A A A A A A A A A A A A A A A A A A A
30	Builder's Risk Insurance			X				
31	Builder's Risk Insurance Deductible			Х				
	Special Insurance - Flood			Х				
	Special Insurance - Fire			Х				
	Special Insurance - Machinery & Equipment			Х				
	Special Insurance - Other			Х				
	Errors and Omissions			Х				
	General Liability	Х		X				
	Professional Liability	Х		X				
	Completed Operations Liability			Х		1		
	Excess Liability Coverage			Х				
	Workman's Compensation	X	Note 5	X				
	FICA Insurance	X	Note 5	X				-
	Federal Unemployment	X	Note 5	X		 		
	State Unemployment Off-Site Insurance (for CM's benefit)	 ^ -	Note 5	 ^				-
45	On-oite insurance (for GW's benefit)		 ^ -	-				
	Bonds	1		1				
46	Bid Bond (when required)			X	Х			
	Payment Bond	<u> </u>	†	X				
	Performance (Labor and Material) Bond			X				†
	Sub and Supplier Bonds (if required)			X	Х			
	Warrantee Bonds (if required)			X				
	Warranty (no additional cost anticipated)				Х			*
	Overhead, Profit, and Taxes							
			X					
100000000000000000000000000000000000000	CM Profit / Margin		X					
54	Costs above the GMP (CM's at Risk)		X	 empt				
55	Project Taxes Off-Site Taxes			nticipated				
50	Oll-Olic Taxes		INDITE A	nacipaled				

The purpose of this addendum is to answer all submitted questions for RFP 2017.432.

1. Submittal Checklist: The Submittal Checklist includes W-9, contractor's certification of compliance, proposal form, references and hourly fee schedule, all of which were included in the RFQ. Do we need to submit these items again, and, if so, do we have an additional page limit allowance for them?

<u>Response:</u> So long as the items were included in the SOQ, and none of the information has changed, the previous submission is sufficient. If any changes have occurred, please submit new forms, that will not be included in the page count.

2. General Conditions: Should the General Conditions be based off starting the project November 1 through the duration of the project, for a total of 16 months general conditions costs?

<u>Response:</u> No. For purposes of bid evaluation, please have the General Conditions follow the building construction period, anticipated starting March 12, 2018 and completion on April 26, 2019 as outlined in the RFP. It is assumed that two ditch crossings will not require General Conditions or full time staff on site for 4 months.

3. Exhibit 'A': In the Sample CMGC Fee Matrix (Exhibit 'A'), Weather Protection costs are listed to be included in General Conditions. The range for Weather Protection and Conditions on this project would be \$75,000 to \$100,000. Should all bidders carry a \$100,000 allowance in their GC pricing?

<u>Response:</u> For purposes of pricing evaluation, all Vendors shall assume a \$50,000 allowance for Weather Protection and Conditions.

4. Exhibit 'A': In the Sample CMGC Fee Matrix (Exhibit 'A'), Dewatering equipment costs are listed to be included in General Conditions. Does the County has a soils report and boring logs available for this site and, if so, can those be distributed to the bidders?

<u>Response:</u> A copy of the preliminary soils borings are attached to this Addendum for reference. For purposes of pricing evaluation, all Vendors shall assume a \$25,000 allowance for Dewatering equipment.

5. Miscellaneous: If soils report and boring logs are not available for this site, please provide a standard assumption for dewatering that all bidders should use, or advise if an allowance should be carried for dewatering and how much that allowance should be.

Response: Please refer to #5 above.

The purpose of this addendum is to answer all submitted questions for RFP 2017.432.

6. Miscellaneous: Can we use the existing dirt road to the East of the site for construction access?

Response: There is an existing Branter Ditch immediate west of the gravel driveway. Two ditch crossings are currently planned across that ditch as part of the project, however that work will only be allowed by the ditch company between November 1 and March 1. Once the ditch crossings are installed, this gravel driveway will be allowed for construction access use, but care and protection of the ditch will be required. Until the ditch crossing is in place, access to the site is available from Riverdale road at the northwest property area.

7. Please verify the correct proposal due date. There are multiple dates throughout the RFP.

<u>Response:</u> Proposals are due on or before 2:00 p.m., June 12, 2017. Time shall be according to the Purchasing Department's clock.

8. Please verify the anticipated duration we should base our General Conditions cost on. Current RFP utilizes dates that reflect 12.5 month construction duration, however it was mentioned at the pre-bid that additional time should be allocated for roadwork and the ditch crossing. It is possible for the owner to specify a duration incorporating this additional work to ensure all bidders use the same duration?

Response: Please refer to item #2 above.

9. Please verify we are to utilize Attachement 'A' – CMGC Fee Structure version 2016.01.11 for calculation of Fee, GC's, etc. and we are to disregard the other matrices.

<u>Response:</u> The worksheet titled AdCo CMGC is the matrix to be utilized. The other matrices were reference documents and should be disregarded.

10. Can you clarify the RFP dates please. We seem to have some conflicts in the documents: Cover of RFP says proposal opening June 12, 2017 @ 2:00. Page 2 (bottom of page, 5. Proposals) says proposal received up to 2:00 pm on May 8, 2015; and page 6 Project Schedule shows CMGC Proposals Due 6/9/17.

Response: Please refer to item #7 above.

11. Item E30 state we are to include the cost of Builders Risk Insurance, however the RFP documents stat that Builders Risk will be provided by the Owner. Can you please clarify if we are to provide Builder's Risk as part of our proposal.

The purpose of this addendum is to answer all submitted questions for RFP 2017.432.

<u>Response:</u> Yes, please include Builder's Risk as part of the proposal.

12. The excel file for Attachment 'A' has 3 worksheets, please clarify that we are to reference the worksheet that is called AdCo CMGC and the other two will not be used for the project.

Response: Please refer to item #9 above.

- 13. At the pre-proposal meeting, it was noted we should all send in our list of items where setting a baseline/allowance for GC's to include:
 - a. Line C6, C7, C9, C13, C15, C16 All Temporary Utilities and Winter Conditions:

<u>Response:</u> For Winter Conditions please refer to item #3 above. For temporary utilities, please provide an allowance of \$50,000.

b. Line C20 – Project Signs (County Required): It is not clear what is required at this time.

<u>Response:</u> For purposes of pricing evaluation, please include \$5,000 allowance for this line.

c. Line C38, C39, C40 – Weather Protections: Until a final schedule is reviewed with the County, with subcontractor input, it is unknown what will be required for Winter Conditions.

Response: For Winter Conditions please refer to item #3 above.

d. Line C46 – Dewatering Equipment – It is unknown what will be required yet, even if minimal, without test reports, flow rates confirmed, constituents to ensure not contaminated, etc.

Response: Please refer to item #4 above.

e. Line C78, C79 – Dump & Recycle Permit/Fees/Documentation – It is not clear what is required yet.

Response: As this is a new Greenfield site, there is no anticipated demolition.

Dump fees, permits, etc. will be as a result of construction debris, so no additional allowance is assumed for this scope.

- 14. Could the following items be moved from General Conditions to **<u>Direct Cost</u>** to provide a better baseline between proposers?
 - a. Line C29 Handrails, Toeboards, and Opening Protection:

<u>Response:</u> Wherever these elements are specific to a single trade, they can be considered Direct Cost. Where jobsite wide systems are to be

The purpose of this addendum is to answer all submitted questions for RFP 2017.432.

installed for the benefit of multiple (or all) trades, then it shall be a General Condition.

b. Line C36 – for the Firewatch portion of this line item.

Response: Firewatch is not anticipated for this project as this is not an occupied, or partially occupied facility. Any firewatch required for a specific activity will be considered part of the Direct Cost of that activity.

c. Line C59, C60, C61, C63, C64 – All Crane Rental related. Cranes will be worked out with the subcontractors on best methods. Moving it to Direct Cost would be in line with F55.

Response: Wherever cranes, lifts, or similar elements are specific to a single trade, they can be considered Direct Cost. Where jobsite wide cranes or lifts are to be installed for the benefit of multiple (or all) trades, then it shall be a General Condition.

- d. Line C70, C71, C72 All Forklift related Not all trades will require a fork, and as the subcontractors are in the bid/award process, preferred methods for moving materials can be discussed. Moving it to Direct Cost would be in line with F55.

 Response: Please refer to item #14.c above.
- e. Line C73 Daily Cleanup All subcontractors will be responsible for their own daily cleanup, and participating in a composite cleanup crew when necessary. Any additional cleanup to the subcontractors could be part of direct cost for a better baseline between proposers.

Response: Wherever cleaning activities are specific to a single trade, they can be considered Direct Cost. Where jobsite wide cleanup efforts for the benefit of multiple (or all) trades, then it shall be a General Condition.

15. Miscellaneous line item questions:

a. Line E36 – Please confirm you want the CM to include E&O insurance, regardless if this is not a design/build project (with the exception of potential D&B trades like fire protection, fire alarm, etc.)

<u>Response:</u> No. E&O insurance is only required for included Design/Build task (such as fire protection).

b. Line C46 – please confirm if a Bid Bond is required.

<u>Response:</u>
A Bid Bond is not required for the CMGC. Bid Bonds for subcontract work can be discussed with the awarded Vendor.

c. Line E47, E48 – Please confirm if a Payment & Performance Bond is required.

*Response: Performance and Payment Bonds are required by law for projects of this size and scope.

The purpose of this addendum is to answer all submitted questions for RFP 2017.432.

16. Additional Items and Clarifications:

- Preliminary Borings and report have been attached for reference. A more detailed geotechnical examination is currently underway, but not available at the time of this RFP and proposals.
- Please note that the minimum limits for Insurance will be negotiated during the GMP and may be reduced or increased from those listed.
- Anticipated dates for Interviews, if required by the County, are likely June 17 to 19th. Dates are subject to change. Please be prepared on relatively short notice for an interview on one of those three dates.
 - Interviews should include key project personnel, specifically including Pre-Construction leaders, Project Manager, and Superintendent.
 - Interviews shall consist of 35 minute presentation, with a 25 minute question and answer session.

End of Addendum 1



Adams County Animal Shelter





June 12, 2017



PROPOSAL FOR CM/GC SERVICES





March 12, 2017

Ms. Jennifer Tierney, Contract Administrator 4430 South Adams County Parkway 4th Floor, C4000A Brighton, CO 80601

Re: Proposal for CMGC Services for Adams County Animal Shelter

Dear Ms. Tierney:

The new Adams County Animal Shelter is an important project that will greatly enhance the resources and care for the animals in the Adams County community. Saunders is pleased to submit our proposal for this project and continue our relationship with Adams County. Please consider our following key differentiators:

Experienced Team – Completing the Adams County Animal Shelter will require a team with expert knowledge of the elements required to meet the needs of housing and providing medical care for animals. Our team has extensive experience with healthcare and laboratory projects, which present similar features to an animal shelter. In addition to this experience, their knowledge of Pet Animal Care Facilities Act (PACFA) standards will guide them through the successful completion of this project.

A Community Focus – Not only will the new animal shelter focus on the safety, health and rehoming of animals, it will also serve as a center to bring the community together. As a Colorado-based contractor, we appreciate the importance of community. Our team will work with Adams County to provide the community with clear expectations for the project throughout construction. We visited the planned site and have started evaluating the logistics of this project, emphasizing the importance of causing the least amount of disturbance to the surrounding neighbors.

Delivering a 100-year building —This new shelter will not only be able to serve a larger number of animals than the current one, but it will have the resources to provide more comprehensive care in a modern, healthy environment. It is important that this facility can continue to provide these critical services for many years to come, without being limited by the building's age. With experience on the Adams County Government Center and Human Services projects, our team has a deep understanding of Adams County's facility lifespan expectations and how to deliver these desired results, so the future of animal care is not jeopardized.

On behalf of our team, I would like to thank you for considering Saunders for this exciting project.

Sincerely,

Thomas A. Alford, P.E., LEED AP

Vice President of Operations

Ther-- Salil

303.699.9000 | t.alford@saundersci.com

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Verification





Confirm that there are no substantive changes to the previously submitted qualifications. Saunders does have a few 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.

The Summary Form, with changes highlighted in yellow, is submitted on the following pages.

Business / Corporate Information

Saunders moved it's headquarters into a new office building in May 2017.

Legal Status

Saunders plans and executes all of our projects with an open book policy with respect to the project's key stakeholders. It is this policy that minimizes risks and issues on our projects. Saunders has completed over \$6 billion worth of construction since its inception and has never been to trial with an owner. However, as a normal course of business Saunders has been party to some legal disputes.

Lincoln Station Metropolitan District v. Colarelli construction and Saunders Construction, Inc. District Court Douglas County Case 17CV30095

The Lincoln Station Metropolitan District filed suit against Saunders Construction, Inc. and their subcontractor, Colarelli Construction for damage to the District's road adjacent to a project Saunders Construction, Inc. constructed. Colarelli was Saunders subcontractor that damaged a portion of the road. The District's claim is for repairs – in the total amount of \$50,000 – is beyond Collllarelli's extent of liability and settlement negotiations were unsuccessful; therefore, the District brought suit to recover their entire cost. The case is scheduled for hearing with the court in February 2018.

Hourly Fee Schedule

Saunders has provided a revised Exhibit 1: Supervisory & Administrative Personnel Hourly Rates to accurately reflect the requirements as stated in Section 5.7 Fee Proposal of the RFP. The adjusted Exhibit 1 can be found at the end of the Fee Proposal Section.



Summary of Qualifications:

Provide information indicating projects that the Firm was the prime contractor or a major contributor. *All quantities shall be through the past 5 years.*

Business / Corporate Information:	Include a copy of your current W-9
--	------------------------------------

Firm Name: Saunders Construction, LLC. Place of Incorporation: Colorado

Other Names / Previous Names: Not applicable

Headquarter office location/address: 86 Inverness Place North, Englewood, CO 80112

Address of office the project will be managed from: 86 Inverness Place North, Englewood, CO 80112

Type of Business: Construction Manager/General Contractor Number of Years in Business: 45

Tax ID or SS Number: 84-0706521 DUNS Number(s): 084029057

List name(s) of Parent Company or Subsidiary/Divisions: <u>Saunders Construction, Inc. is the parent organization of the following subsidiaries:</u>

- Saunders Construction, LLC
- Heath Construction, LLC
- Saunders Express, LLC
- Saunders Concessions, LLC
- SCI Equipment, LLC
- Saunders Commercial Development Company, LLC

Saunders Construction reserves the right to contract the project under a separate Limited Liability Corporation that is 100 percent wholly-owned and financially-indemnified by Saunders Construction, Inc.

1. Past Performance:	As CM	As GC
Total # of Projects Completed:	1,645	1,645
Total # of Projects between \$15M and \$305M in value:	107	107
Total # of Projects for Governmental Entities: (Federal, State, County, etc.)	<u>103</u>	103
Total # of Animal Shelter or Similar Projects: *Saunders has completed two animal shelter projects. The rest of the project (municipal, project size, project complexitiesetc.)	126 count is based	126 on similar projects
Total # of Projects Completed within the Contractual Schedule:	1,645	1,645
Total # of Claims for Liquidated Damages:	0	<u>0</u>
Total # of Projects Completed within the Contractual Budget:	1,645	1,645
Average # of Change Orders per Project:	0-500	0-500
Average # Change Orders driven by the Owner:	*See be	low
Average total value of Change Orders (in % of Contract price)	<u>5%</u>	<u>5%</u>
Average value of C.O's driven by the Owner (in %):	99%	99%
Average # of Punch List Items per Project:	100-700	100-700
Average # of Warranty Claims per Project:	**75	<u>**75</u>

Provide your proposed project spec recent experience, sub-consultant int CMGC project representative.	_	(65)	
Key Contact Name: <u>Joe Pepper</u>	Title:_	Construction Manage	r
Role on the Project: Project Execut	ive Email:	j.pepper@saunderso	ci.com_
Phone Number: (303) 699-9000	-		
We are not proposing any sub-consu	ltants for the Adams C	ounty Animal Shelter	project.
3. <u>Contractor Responsibility:</u> SAFETY: Complete the Safety Information M your insurance carrier and OSHA 20		. ,	e Loss Run reports from
Year:	2016	2015	2014
Interstate EMR:	.86	.86	.82
State EMR:	.86	.86	.82
Recordable Incidents:	<u>10</u>	9	8
Recordable Incident Rate:	2.01	1.99	1.66
Lost Work Day Injuries:	1	1	1
Lost Work Days:	<u>35</u>	<u>87</u>	<u>32</u>
Lost Time Incident Rate:	.20	<u>.20</u>	.20
Fatalities:	0	0	<u>0</u>
Hours Worked:	992,524	900,703	960,562
Self Insured: X Yes	No Gover	nment Insured:	Yes X No
An explanation, including all correct 200's must be provided for any EMI carrier's letterhead.		1 0	•
Do you have a formal written Safety If 'Yes', provide a copy of the	•	X Yes om the Safety Program	No n.
Is the Safety Program tailored to each	h individual project?	XYes	No
Do you have a company Safety Offic	cer ⁹	X Yes	No

If 'Yes', provide a copy of the Safety Officer's resume

Construction Management Capabilities:

INSURANCE: Identify	the maximum capa	city of insurance	by type (list N/A w	here appropriate))
General Liability:	\$5,000,000	per occurrence		\$5,000,000	_aggregate
Automobile:	\$1,000,000	per accident		\$5,000,000	_aggregate
Other: Excess Liability	\$30,000,000	per accident		\$30,000,000	_aggregate
Builder's Risk:	\$Contract Valu	ne per accident		\$ Contract Val	ue aggregate
Professional Liability (only in	^f available – oth	erwise ''N/A'')	\$10,00	0,000 per occ	currence
Name of Agent: IMA of Co	lorado, Inc.	Insurance Com	pany: <u>Trav</u>	eler's Insurance	e Co.
Email: <u>sheryll.shaw@</u>	imacorp.com	Phone:	303.534.45	567	
Address: 1705 17 th Stre	et, Suite 100, De	enver, CO 8020)2		
BONDING CAPACITY: Single Bond Capacity Aggregate Bond Capa Name of Agent: IMA of Co Email: sheryll.shaw@imacor Address: 1550 17th Street, S	lorado, Inc.	Bondin Phone:	Performance & Performance & g Company: 1	& Payment	ance Co.
FINANCIAL STATUS: State the Total Value of Wor State the annual amount of co	k Currently und	er Contract:	-	337,895 ve years: 2012	
				\$181,613,659	-
Do you practice "Open Book	" accounting for	r your projects	X	Yes	No
A formal Financial Statemer Adams County to confirm or					

If the answer to any of the following questions is "Yes", please provide a brief written explanation and identify the current status of the legal issue.
Has your organization ever defaulted on a Contract?YesXNo
Are there any judgments, claims, arbitration or suits pending or outstanding against the organization or its officers? X YesNo
If 'Yes', how many of these have been with an Owner?
Has your organization or officers filed any legal claims or suits with regards to construction contracts in the last 10 years? XYes No
If 'Yes', how many of these have been against an Owner?
4. Workforce Capacity: Provide the general information about staffing and availability of personnel for the project. WORKFORCE AVAILABILITY:
Number of Employees: 563 Number of Local Employees: 557
Executive Management: 11 Admin & Support: 25 Project Managers: 48
Superintendents: 55 Project Engineers: 49 Estimating: 21
Skilled Laborers: 78 General Laborers: 44 Other: 232
Identify the percentage availability of the proposed staff for this project: 100 % Also include individual personnel Availability and Other Commitments in the Org Chart or in the Resume's
Do you guarantee the proposed Project Team personnel for the duration of the project? No
What is the percentage of the Project Team that is located in Colorado%
What is the estimated percentage of the trades labor is located in Colorado99%
Can you provide the manpower required to complete this project? X Yes No
What trades does your organization self-perform? <u>Cast-in-place concrete</u> ; selective demolition;

LEGAL STATUS:

miscellaneous rough carpentry; door, frame and hardware installation; general labor (including layout, clean-up, traffic control, maintenance of safety enclosures and barricades, and other similar support functions not typically provided by Subcontractors); Digital Mock-ups (Building Information Modeling); miscellaneous general trades work; flagmen; Mechanical/Electrical/Plumbing Compliance and Commissioning; and Stormwater and Environmental Compliance

WORKFORCE DEVELOPMENT: Indicate the type of training/programs you have for your workforce/staff:
Safety Training X Yes No Technical Training X Yes No
Other Training: Scheduling, Quality Control, Cost Management, Communication Skills, Healthcare Construction, etc.
Provide a description of your workforce training and employee development program(s) for your staff/workforce. Please refer to page 22 of this document.
5. Workforce Compensation: Provide an Hourly Fee Schedule, itemized by Title / Level, for this project. Note: Individual personnel rates are not eligible to change for the duration of the project due to promotion. See Exhibit 1 Attached
The Organization's Fully Burdened Rate and/or Multiplier (as a measure of %; for example 1.5 = 150%) for staff is: <u>Trade: 48%</u> <u>Professional: 41%</u>
Does your organization provide a Benefit's package for employees? X Yes No
Does your organization provide a Retirement Plan for employees? X Yes No
If "yes" to either question, provide a description of the major components/benefits provided including the general employer/employee cost share(s). Please refer to page 23 of this document.
 6. Project Specific Criteria: JOINT VENTURES: If a CMGC proposes to submit as a Joint Venture (JV) with another CMGC (or similar entity), the following additional information is required: Each member of the Joint Venture shall provide a copy of the Qualifications Summary. A draft version of the Joint Venture Agreement shall be included. A description of lead and subsidiary membership shall be included also identifying percentage (%) stake and organization of the JV. Identify the roles of the JV members as to scope of services and/or work A letter from the Surety Company, on their letterhead, indicating approval of the JV and the insurance/bonding capacity of the Joint Venture.
Saunders Construction is not proposing a Joint Venture with another CMGC for the Adams County Animal Shelter project.
No additional Pre-Qualification Information required at this time. Adams County reserves the option to request/require additional or clarifying information as part of the Pre-Qualification process.
<u>Verification of Qualifications Summary:</u> The undersigned verifies that the information included herein is true, accurate, and sufficiently complete so as not to be misleading.
and received

Name and Title (Printed)

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

June 12, 2017

Gregory A. Schmidt, President & CEO

Project Approach & Work Plan

Provide a written narrative of how the CM/GC plans to approach the project and a plan on how to achieve project success. Topics should include, but are not limited to:

WE WORK FOR YOU

The following is our project approach and work plan for achieving success in delivering the Adams County Animal Shelter project. This plan is based on Saunders' time-tested approach to project management and philosophy of getting involved early in a project to assist the team in guiding the project through the design and preconstruction phases.

We start with the end in mind. At completion, a successful project can be identified by a single overriding principal — no surprises. Throughout the preconstruction and construction phases, Saunders works diligently to identify potential issues and provide solutions. This no surprises approach to construction management is accomplished by team building and collaboration with stakeholders, accurate estimating and value analysis, constant communication of budget status, realistic scheduling, quality construction processes, thorough commissioning and immediate warranty follow up. It is Saunders' goal that this approach results in a successful construction process that exceeds Adams County's expectations.

Coordination and Cooperation with the Owner and Design Professionals

COLLABORATION WITH THE TEAM FROM DAY ONE

Saunders has one of the premier preconstruction departments in Colorado, with 22 full-time professionals. Approximately 90 percent of our

projects involve Integrated Project Delivery.
Saunders believes preconstruction is more than just estimating — it is a comprehensive analysis of the entire project including scope, cost, schedule, quality, program, constructability, safety, environmental concerns and more.

A key tenet to Saunders success is planning. Before any work on a project begins, a solid plan for the delivery of the work must be developed. This plan impacts cost, schedule, quality, environment, and safety and is imperative to the overall success of the project.

First we must understand the needs and expectations of all project stakeholders. Saunders will begin by holding a strategic planning meeting with Adams County and G Squared Design. During this session, Adams County and the design team will share with Saunders the primary goals and vision for the Animal Shelter project. Collectively the team will establish a preliminary project schedule and coordination meeting schedule to support moving the project through preconstruction and into construction.

We will also engage Saunders' in-house MEP Coordination department early in the preconstruction process. Our MEP Coordinator, Joe Ellison, will work with Adams County and the design team to coordinate construction details and systems to ensure compliance with Pet Animal Care Facilities Act (PACFA) standards. Ellison will assist the project team in leading the charge as we implement these carefully coordinated systems into Adams County's new state of the art Animal Shelter facility.



Design Development into a GMP and Construction Administration

PRECONSTRUCTION & CONSTRUCTION RESOURCE MANAGEMENT

Kay Rasmussen, senior preconstruction manager, and her preconstruction team's primary focus is reporting cost, value engineering, securing competitive pricing from qualified subcontractors, and delivering a Guaranteed Maximum Price (GMP). These individuals are experienced in the needs of municipal, public health and healthcare service facilities.

Assisting our preconstruction team is our construction team, including David Krier, senior project manager, Kyle Rader, project manager, and Van Albrecht, superintendent. Their roles during preconstruction entail constructability reviews, scheduling, early procurements, planning for site logistics, material handling, utility coordination, traffic control, permitting and other construction related activities. Having them involved early in the process ensures they understand the development of the cost, the history of the design, and what it takes to build your project.

Our proposed core team's involvement continues through project completion and warranty. Their involvement from concept through completion provides continuity and no surprises for Adams County and G Squared Design.

ESTIMATE ACCURACY

Saunders prides itself on its ability to establish and maintain accurate GMP estimates. Over the past five years, we have averaged a two percent difference between our initial and final contract amounts, with exception to owner driven changes. Thorough budget development and documentation during the preconstruction process has enabled us to anticipate changes before the final GMP is realized. Rasmussen and her preconstruction team work to incorporate changes up front by analyzing options and presenting those options to the project team. When Saunders commits to a GMP, you can rely on it as the final project cost.

GMP DEVELOPMENT

The plan to reach a GMP is an iterative process starting from day one. It is our understanding that a GMP is needed shortly after 100 percent Design Development Documents (DDs) - we are confident in Saunders' preconstruction abilities to provide the GMP following the 100 percent DDs stage and often procure our work this way. This early method is sometimes called an Interim GMP and involves carrying a larger bidding contingency until receipt and reconciliation with the 100% construction documents. We have an excellent track record of establishing a GMP at the DD stage and once bidding is complete we are confident we will be within the Interim GMP amount. The process involves our continual monitoring of the entire estimate and very close coordination with G Squared Design and Adam County's project manager. We will establish alternates to allow choices near the end of the preconstruction process to maximize the allotted budget.

We expect to meet weekly with the design team and also attend all meetings with their sub consultants. Rasmussen will engage full-time on the Animal Shelter project. This approach is how we can continually provide you with pricing that allows you to make confident decisions with no surprises!

COMMITMENT TO THE GMP

Our operations team understands that a GMP is the final cost of the project — not a starting point to begin the change order process as the design evolves. Every project presents unanticipated design challenges during construction that contractually are outside our GMP. We deliver solutions to these challenges within the committed price. As risk is eliminated, we work with you to return contingency funds allowing for additional scope or other uses as you see fit.

CONSTRUCTABILITY REVIEWS

As the design approaches final construction documents, Saunders performs intensive document reviews looking for completeness and coordination as well as potential problems or construction concerns. Our in-house MEP Coordinator, Joe Ellison, will continue to be engaged during the





preparation of the construction documents. Ellison works with the project team to analyze and select mechanical and electrical systems, as well as coordinates each of these systems into the building program. This is particularly important for Adams County's Animal Shelter, where Ellison will use his extensive experience from your existing facilities and his knowledge of PACFA Standards, to identify and overcome potential stumbling blocks long before they impede progress in the field.

Ellison provides constructability and coordination reviews during the design process and is responsible for confirming that building components conform to the construction documents. This proactive approach to document reviews speeds the buyout process, limits RFIs and reduces subcontractor change orders.

Prequalification of Subcontractors

SUBCONTRACTOR SOLICITATION & BIDDING

It is critical that the subcontractor solicitation and selection process be open, fair and complete. At the same time, only subcontractors who are financially and technically capable should be selected for this project. Each subcontractor is asked to submit prequalification information, such as benefits, fair pay, financial data, past projects, relevant experience, etc. Saunders investigates and pre-qualifies all companies requesting inclusion and works jointly with Adams County to develop a list of local, qualified bidders. Although this is a very time consuming method, the result is a subcontractor selection process that is above reproach.

In order to ensure adequate subcontractor interest and involvement at bid time, Saunders has a state-of-the-art website that allows bidders to view the construction drawings and specifications online at no cost to the subcontractor. Other documents posted on the website include soils reports, addenda, bid forms and any other relevant documents. The system allows subcontractors to perform quantity surveys from their own office. This allows more subcontractors to view the project and also reduces printing and reproduction costs for Adams County. It is an extremely efficient and effective way of distributing critical information to all subcontractors

prior to bid time. For any interested subcontractor unable to utilize our web-based program, plans are made in-house for viewing or distribution.

To get the project started without any delays in materials, certain subcontractors (as discussed earlier) may be brought on board prior to the completion of construction drawings, with the authorization from Adams County. When early selection of subcontractors is undertaken, two areas of concern present themselves. First, how are the subcontractors fairly selected, and second, how are costs controlled as final prices are established at the completion of the construction drawings. In order to select subcontractors fairly, we prepare bid packages that consist of the DD drawings and specifications, along with the Saunders Instructions to Bid.

In this document, we detail all of the items that we expect the subcontractor to include, whether shown or not. In addition, we obtain any sketches or additional narrative from the design team that may be required to provide sufficient information for the subcontract bidders to prepare a complete, competitive proposal.

Once these proposals are received, they are thoroughly analyzed and compared against each other and against the project budget by the Saunders preconstruction team, along with the project manager. Bidders are interviewed to determine their understanding of the project and the completeness of their proposal. Each bidder is also asked to provide a detailed breakdown of their proposal to allow comparison of costs later as prices are finalized. Once this review is complete, a recommendation of award is made and presented to Adams County and the design team.

Once approved, preliminary awards are made to the selected subcontractors, and they are instructed to place orders for their long lead materials and equipment. However, in order to protect Adams County and preserve the option of additional bidding if final pricing is unsatisfactory, the subcontractors is instructed to make the orders of their equipment assignable to Saunders or another subcontractor. As the project drawings and specifications are





completed, these pre-selected subcontractors are asked to update their price based upon the final construction documents with sufficient detail to allow comparison to earlier estimates. The subcontractors are then asked to explain any variations in cost between their original pricing and final pricing. If this final pricing and corresponding variance explanation is unsatisfactory, Saunders seeks additional proposals using the assigned early ordered materials and equipment.

To ensure the project is priced cost effectively, at least three subcontractors are solicited in each trade. Saunders works with Adams County and the design team to develop a detailed bid package schedule that balances the needs of the construction schedule with the time required to complete a thorough design.

Included in this schedule is time allocated specifically for Saunders' review of the bid package documents prior to issuing to the subcontracting community for bidding. During this review period Saunders conducts a detailed review of the bid documents to ensure scope has been clarified and the documents have been vetted for inconsistencies that could lead to future unforeseen change orders. Similar to the process described above, upon receipt of bids Saunders conducts a thorough bid tabulation and scope review with the apparent lowest, most qualified bidder and then makes recommendations to Adams County for the award. No work is awarded without Adams County's consent.

Provide a list of proposed major subcontractors that CM/GC prefers to work with. All major subcontractors must still pre-qualify with the CM/GC prior to bidding of work.

A list of Saunders' preferred major subcontractors can be found on the pages following this section.

Scope, Quality, Budget, and Schedule Management

EMBRACING TECHNOLOGY

Saunders has a dedicated, in-house Integrated Technology Group (ITG). This department includes several architects and technical specialists. One of the several tools used by ITG is the BIM software. BIM allows for the continuous and immediate development of project design scope, schedule and cost information that is high quality, reliable,

integrated and fully coordinated. Among the many advantages BIM offers are:

- Better coordination resulting in higher quality (fewer mistakes)
- · Decreased costs (money saved)
- Consolidation of all project information into a Facility Management Model (no information lost)

Our use of the BIM process is the basis for our design and constructability reviews, scheduling and estimating, as well as the primary tool for assisting Adams County and its staff in visualizing the future construction configurations and facility logistics planning.

SCHEDULING MANAGEMENT

When clients are asked to define success, they invariably use the words "on time." Saunders has an unparalleled track record of delivering projects on or ahead of schedule.

SCHEDULING TOOLS

Saunders uses Asta Project Management as our scheduling software. Asta is compatible with other scheduling software programs including Primavera, Microsoft Project and Suretrak. Saunders' approach to managing a project schedule begins long before the ground-breaking ceremony and the first shovel of dirt turned, and often before project award.

Upon learning more about the project, our goal is to further develop the construction schedule to identify any potential schedule delays due to material procurement. Advances in technology have provided design and construction professionals the opportunity to analyze projects in ways never before used. Using Saunders' in-house ITG Department, the Saunders team will virtually build the project prior to start of construction. Directly incorporating the Critical Path Method (CPM) schedule to the digital model allows the team to truly analyze every step, while providing a tool to clearly showcase the construction plan. Superintendent Van Albrecht and all subcontractors see the plan come together on the computer screen. The animation validates the pace of the project and identifies potential conflicts and sequencing issues.





ANIMAL SHELTER SCHEDULING CON-FIRMATION

We have developed a detailed schedule for the project and based on the anticipated scope of work, we are confident that the Animal Shelter project as proposed can be constructed in 12 months as stated in the RFP documents. Please refer to the Milestone Schedule on page 15.

QUALITY ASSURANCE AND CONTROL

In the ever-changing field of construction, it's critical we stay up-to-date on the latest resources that can enhance our project team's ability to successfully complete a project. These resources all seem to have one thing in common — technology. Technology leads the pack when it comes to providing cutting-edge, innovative solutions for our clients.

In our industry, managing a project means supervising multiple areas of work, all with differing processes and requirements. To aid in our effective management of your project, we implemented Autodesk BIM 360 Field — a field mobility tool designed to enable field-level access to project information and to collaborate on issues, inspections, checklists and more.

Animal Shelter facilities present a unique set of challenges that require the utmost attention is paid to quality control and assurance. Prior to the start of construction, Saunders creates a Quality Control Plan within BIM 360 that is specific to the project. By using BIM 360, Saunders' project team can proactively identify trends and minimize risk — all from cloud-based technology. Checklists are created and automatically distributed to the appropriate field personnel via mobile devices, providing real-time data. Streamlining the QA/QC processes not only increases efficiency, it provides a cohesive approach to the effective management of quality.

The commissioning and handover process is also simplified through this software. The integrated nature of this tool provides team members, along with commissioning agents, electronic access to things such as equipment and system status reports, and checklist results for specific trades and areas of work — ensuring accurate information to enable start-up and testing for owner handover.

By using BIM 360, Saunders increases the efficiency of the overall management of field processes — all from a single platform housing one true source of project data.

Resource Management including Project Staffing

YOUR PROJECT TEAM

Joe Pepper, construction manager, provides overview, management, and corporate support from project inception through completion. He attends key meetings throughout the project and is involved in final GMP contract negotiations with the preconstruction team. He shares responsibility for ensuring the project is properly staffed to accomplish stated milestones. Additionally, he conducts monthly project reviews with the team to discuss any upcoming challenges, concerns or future opportunities. Joe has the authority to represent Saunders in any and all dealings related to the Adams County Animal Shelter project.

Kay Rasmussen, senior preconstruction manager, leads the preconstruction phase overseeing the estimating services and value engineering. She works with the estimating team to ensure proper evaluations and planning. Kay develops preliminary program budgets, reviews detailed cost estimates, performs value analysis of alternative systems and materials, recommends major subcontractors and timing for their selection, conducts pre-bid conferences, makes recommendations on phasing, identifies long lead items and addresses pre-ordering, assists with building department and local authority requirements and prepares final cost revisions.

Senior Project Manager David Krier will oversee the day-to-day operations and provide leadership for the team from project inception through completion. Krier will ensure a collaborative team environment is maintained. He shares responsibility for ensuring that the project is properly staffed to accomplish stated milestones. On a weekly basis, Krier will monitor and review project scheduling. Additionally, he will conduct bi-monthly project reviews with the team to overview and monitor the entire construction process, as well as plan for future opportunities, concerns and challenges. Krier has the authority to represent Saunders in any and all dealings related to the project.



As the project manager, Kyle Rader is the main contact for both Adams County and the architect from contract award through commissioning. Kyle has the ultimate responsibility for ensuring the following activities are accomplished: generating and maintaining the overall project master schedule; reviewing subcontractor bids and preparing subcontracts; overseeing the development of the project budget and preparing detailed cost estimates to reflect any changes during the course of construction; coordinating all field operations including scheduling, material purchasing, and expediting; preparing, administering and coordinating all trade contracts; and coordinating and reviewing all required submittals, change proposals and pay requests. Kyle has the authority to represent Saunders in any and all dealings related to the project.

As superintendent, Van Albrecht is the field leader, ultimately responsible for every area of job-site performance, safety and environmental compliance. He implements job-site safety and security policies and procedures, instructs and coordinates our work force and oversees all subcontractor activities. He determines manpower and equipment needs, maintains short interval schedules and ensures the work proceeds in accordance with the overall project master schedule. Van coordinates daily progress of the project and makes suggestions for ongoing value engineering. He inspects the work for compliance with the contract documents and takes any measures necessary to rectify substandard performance.

Confirmation of current schedule and budget, or identify concerns, risks, or describe areas where potential changes/improvements may be made.

Based on the information known at this time.

Based on the information known at this time, the Adams County Animal Shelter project is a 45,000-square-foot, high quality, durably constructed animal care facility. Our plan for the success of this project includes addressing:

MANAGING THE BUDGET

Managing the budget involves early engagement and research, leaving no stone unturned. The first step is to breakout and determine the construction budget versus the project budget, setting a responsibility matrix, and ensuring all costs are covered. The

Schematic Design documents are thorough and will provide a great starting basis for the first estimate. Building acoustics and sound mitigation measures can be quite expensive. We will work closely with your Acoustic Engineer to establish proper budgets for these measures. The mechanical system is very similar to a medical center/hospital. Accurate budgeting of the HVAC and Plumbing is critical. We price the MEP (Mechanical, Electrical and Plumbing) in-house and double-check it against current market conditions with input from MEP subcontractors. Lighting control and low voltage systems can affect the budget +/-\$15.00 per square feet to \$25.00 per square feet depending on extent. Vetting the extent of lighting control and low voltage systems early in the process is important. A facility of this type will have several special systems that will need to be accounted for in the construction budget. Until further research is completed and the first estimate is established, we anticipate the current design is closer to \$22 million than \$18 million. Please note, this estimate can be completed accurately within the first few weeks after award.

ANIMAL CARE FACILITY STANDARDS

One of the major components to this project is to build a high quality, highly durable facility that meets or exceeds all of the most current PACFA standards. The PACFA standards call for very specific requirements as to ventilation, temperature control, acoustics, animal enclosures, water resistive surfaces, access control, water quality, food storage and numerous other requirements. Saunders will work together with Adams County and the design team to ensure that these elements are captured in the design and planning of this facility. Saunders will be using the 8 CCR 1202-15 (RULES PERTAINING TO THE ADMINISTRATION AND ENFORCEMENT OF THE PACFA) document to create project specific quality control checklists and to ensure that the carefully coordinated construction systems and details are properly implemented through the course of this project.





MILESTONE SCHEDULE

Milestone	Start Date	Finish Date	
CMGC Project Award	07.11.2017	07.11.2017	
Establish GMP	10.27.2017	10.27.2017	
Ditch Crossing	11.07.2017	12.06.2017	
Site Utilities and Grading	11.07.2017	03.09.2018	
Start of Building Construction	03.12.2018	03.12,2018	
Construction Complete & Certificate of Occupancy	04.26.2018	04.26.2018	

SITE LOGISTICS







Saunders' Proposed Subcontractor List

Adams County Animal Shelter

Major Subcontractor List:

Mason	ry
0	AMMEX
0	C Morgen Masonry
0	Soderberg Masonry
Mecha	nical
0	MTech
0	Trautman & Shreve
0	U.S. Engineering
Contro	ls
0	ABSI
Electric	cal
0	Dynalectric
0	Encore Electric
0	Weifield Group
0	Sturgeon Electric
Access	Control
0	Stanley
Securit	y Cameras
0	APEX



Fee Proposal





Provide a written narrative of how the CMGC's approach to developing a GMP, defining General Conditions and Requirements, and explanations not otherwise evident in the Fee Proposal or Work Plan.

Saunders' approach to developing a GMP, and defining General Conditions and Requirements has been addressed in the Project Approach and Work Plan Section, as well as within this Fee Proposal Section. No additional explanations are needed.

For Design Phase (also called Pre-Construction Phase) services the hours listed are to be estimated only and not contractual. Completion of all CMGC services is expected regardless of the hours identified.

The CM Fee shall be an all inclusive sum management fee which will include all home office, overhead, and profit costs.

CM Costs which shall not be included in the CM Fee shall include trade contracts, field based staff, and reimbursable General Conditions/Requirements costs.

No additional CM Fee shall be assessed for Owner Requested Change Orders to the work until such change orders aggregate to a sum in excess of five percent (5%) of the GMP.

In-Field or Site Staff costs will be paid on a reimbursable basis as part of General Conditions allowance. Field personnel costs shall be billed at a direct personnel expense (raw cost {direct salary} plus all customary payroll benefits including, but not limited to FICA, 401K, vacation, sick, or other PTO) with no additional markup. Field personnel shall not be billed to projects when not physically on-site or off-site working on the project.

General Conditions costs alleged to arise from an Owner requested change order shall be reviewed on a case-by-case basis. Absent extraordinary circumstances, the CMGC shall not expect that change orders from contingency, allowances, or similar fund use will result in any approved additional General Condition costs.



Adams County RFQ 2015.110 CMGC

Fee Proposal:

Information in the previously submitted Qualifications Statement is accurate: <u>x</u> Yes No With one exception - Staff Billable Rates (Exhibit 1) has been revised and is included on the following page 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:

To-Ex	ceed Amounts for the work as follows	s:	
	Item of Work / Scope	Proposed Fee:	Clarifying Notes:
1.	Pre-Construction/Design Phase:	\$ 72,446	As Required/ estimated hours: No Maximum
2.	Construction Management Fee:	\$ 608,549	(approx. 3.15 % of Constr. Cost)
	a. Profit included in CM Fee: (This is included in the CM Fee Above)	\$ With Above	(approx% of Constr. Cost)
3.	Anticipated General Conditions:	5.722 % of C	Construction Cost
	a. Insurance Rates: (This is included in the GC Cost Above)	% of C	Construction Cost
	b. Bonding Rates: (This is included in the GC Cost Above)	0.006 % of C	Construction Cost
4.	CMGC Contingency:	3% to 5% planned	3% at time CMGC Preferred: of GMP %
5.	Cost of the Work	\$ To Be Determ	nined by Subcontract Bid
	Total GMP for CMGC Services	\$ Anticipated \$20	Million (Subject to Verification)
We co	ntractually guarantee our staff propos	ed for the entire durati	on of the project:
Х	YesNo Explanations	(if any:)	
We ag	ree with the anticipated GMP / Budge	et for Construction base	ed on the SD documents:
X	YesNo Explanations	(if any:) More analysis ne	eds to be completed, may range to \$22,000,000
We ag	ree with the anticipated Schedule for	Construction based on	the RFP & SD documents:
X	YesNo Explanations	(if any:)	
The ur	cation of Fee Proposal: Idensigned verifies that the information is ot to be misleading.	ncluded herein is true, a	ccurate, and sufficiently complete
	ry A. Schmidt, President & CEO and Title (Printed)	MALLINI Signature	June 12, 2017 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.



EXHIBIT "1" ADAMS COUNTY ANIMAL SHELTER SUPERVISORY & ADMINISTRATIVE PERSONNEL HOURLY RATES

Construction Manager	\$ 128.00	*
Senior Project Manager	\$ 110.00	*
Project Manager 3	\$ 71.00	*
Project Engineer 1	\$ 60.00	
Project Engineer 2	\$ 55.00	
Project Administrator	\$ 50.00	
Senior Superintendent	\$ 112.00	
Superintendent 2	\$ 81.00	
MEP Coordinator	\$ 86.00	*
QA/QC Engineer	\$ 83.00	*
Safety Manager	\$ 86.00	*
Safety Engineer	\$ 69.00	*
Scheduling Engineer	\$ 72.00	*
Intergrated Services Coordinator	\$ 82.00	*
IT Tech Support	\$ 61.00	*
Project Accountant	\$ 48.00	

^{*} Includes Vehicle or Vehicle Allowance

Rates include base salary, merit bonus/deferred compensation plan, payroll taxes, workers compensation insurance, and fringe benefits, including medical, dental, vision, life, disability, retirement, and paid time off. All premiums for required insurance will be without consideration of future surcharges or rebates.

All rates subject to increase annually. The Owner hereby agrees that these stipulated rates are accepted as actual cost incurred and paid by the Construction Manager/General Contractor.

The information contained in this document, and any attachments thereto, is considered confidential commercial, financial and trade secret information. This information is protected from disclosure under Colorado law including, but not limited to, exemptions provided under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq.

Effective

6/8/2017



PROPOSAL FORM 2017.432 CMGC Services

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 Dated 6/6/2017	Addenda #	2 Dated 6/12/2017
If None, Please write NONE.		

Saunders Construction, LLC	June 12, 2017
Company Name	Date
86 Inverness Place North	MANINE
Address	Signature 0
Englewood, Co 80112	Gregory A. Schmidt
City, State, Zip Code	Printed Name
Arapahoe	President & CEO
County	Title
303.699.9000	303.680.7448
Telephone	Fax
g.schmidt@saundersinc.com E-mail Address	
E-man Address	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER	1-303-534-4567	CONTACT NAME:			
IMA, Inc Colorado Division		PHONE FAX (A/C, No. Ext): (A/C, No):			
1705 17th Street		E-MAIL ADDRESS: DenAccountTechs@imacorp.com			
Suite 100		INSURER(S) AFFOR	DING COVERAGE	NAIC#	
Denver, CO 80202		INSURER A: AMERICAN CONTRAC	TORS INS CO RRG	12300	
INSURED		INSURER B: TRAVELERS IND CO		25658	
Saunders Construction LLC		INSURER C : ACIG INS CO		19984	
86 Inverness Place North		INSURER D: WESTCHESTER FIRE INS CO (ACIG Ins)		10030	
to inverness riace north		INSURER E : BERKLEY ASSUR CO		39462	
Englewood, CO 80112		INSURER F :			
COVERACES	COTICIOATE NUMBER, ELACTALE		DEVICION NUMBER.		

CERTIFICATE NUMBER: 51067415

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY		GL16PB0006 (GL XS)	06/01/16	06/01/19	EACH OCCURRENCE	\$ 5,000,000
A	CLAIMS-MADE X OCCUR		GL16PC0006 (GL XS)	06/01/16	06/01/19	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A			GL16PA0006	06/01/16	06/01/19	MED EXP (Any one person)	\$ 5,000
ļ						PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 5,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 5,000,000
	OTHER:					Anna h	\$
В	AUTOMOBILE LIABILITY		8103J270942IND17	04/30/17	04/30/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB X OCCUR		XS16PD0006 (GL XS)	06/01/16	06/01/19	EACH OCCURRENCE	\$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA000014117 - CO, MT,	NE06/01/17	06/01/18	X PER OTH- STATUTE ER	
100	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	*WCA000017217	06/01/17	06/01/18	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	*ALL States included in						
	Workers Compensation:						
	AZ, KS, NM, UT						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Adams County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns: its elected officials, trustees, employees, agents and volunteers are included as Additional Insureds on the General, Automobile, and Excess Liability Policies if required by written contract or agreement and with respect to work performed by Insure subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
RE: PCS Est. No. 1701031 - Adams County Animal Shelter.	
The Board of County Commissioners of Adams County, Colorado Attn: Jennifer Tierney Hammer	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
4430 South Adams County Parkway	AUTHORIZED REPRESENTATIVE
Brighton, CO 80601	1 / M
USA	1. 101k

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ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Who Is An Insured (Section II) is amended to include as an insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends
- B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- 1. To any "occurrence" which takes place after the equipment lease expires;
- 2. To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract.
- D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.

Policy Effective: 6/1/2016 - 6/1/2019

Policy No.: GL16PA0006

Endorsement No.:

Insured: Saunders Construction Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

Countersigned By		

ADDITIONAL INSURED - AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured.
- B. The insurance provided to the additional insured is subject to the following limitations:
 - 1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
 - Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 - 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 - 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured, including:
 - The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,
 - b) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

- 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
- The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.

Policy Effective: 6/1/2016 - 6/1/2019

Policy No.: GL16PA0006

Endorsement No.:

Insured: Saunders Construction Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

Countersigned	By			

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Governmental Agency or Subdivision or Political Subdivision:

Any state or political subdivision that you are required to include as an additional insured as a condition for issuance of a permit or authorization.

Who Is An Insured (Section II) is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- (2) This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by any insured, including:

- The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a condition for the issuance of the permit or authorization requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.

Policy Effective: 6/1/2016 - 6/1/2019 Insured: Saunders Construction Inc.

Policy No.: GL16PA0006

Endorsement No.:

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

Countersigned By			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

Policy Number: 8103J270942IND17

Effective Dates: 4/30/17-4/30/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR **ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT THE NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION. AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
- WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas or Utah.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2017 Policy Term: 6/1/2017 - 6/1/2018 Policy No. WCA000014117

Endorsement No. Premium \$

Insurance Company ACIG Insurance Company

Countersigned by Manay Straffle

WC 00 03 13 (Ed. 04-84)

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NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Number of days advance notice: 1.

> 60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2017

Policy No. WCA000017217

Endorsement No.

Policy Effective Date: 6/1/2017 - 6/1/2018

Premium \$

Many SPfaffle

Insured

DBA:

Carrier Name/Code: ACIG Insurance Company

Countersigned by_

WC 99 06 01 (Ed. 03-13)

(Ed. 07-00)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Whomever the named insured is required by writagainst.	itten contract executed prior to	o loss to waive rights of recover	y

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

6/1/2017

Policy No. WCA000017217

Endorsement No.

Ylancy SPPaf

Policy Term: 6/1/2017 - 6/1/2018

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _

WC 43 03 05 (Ed. 07-00)