



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

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: May 26, 2020

RFP Number: RFP-SPH-2020.801.1

RFP Title: **SQUARE LAKE SUBAREA PLAN STUDY**

RFP Pre-Proposal Conference: June 3, 2020 2:30PM MT – Zoom (See 5)

RFP Questions Due: June 10, 2020 3:30PM MT

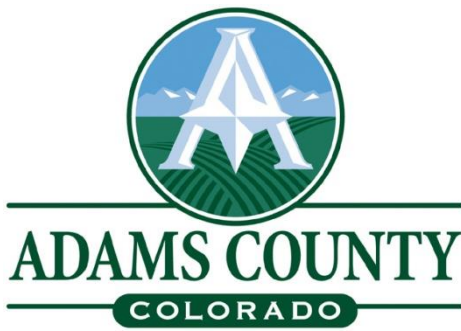
Proposal will be received until: June 22, 2020 2:00PM MT on
www.Bidnetdirect.com (Electronic submissions only)

For additional information please contact: Shawn Hartmann, Contract Specialist II
720.523.6279

Email Address: Shartmann@adcogov.org

Documents included in this package:

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



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REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The purpose of this RFP is to purchase Services as specified herein from a source(s) of supply that will give prompt and efficient service to the County for the creation of a subarea plan.
2. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:

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

Hand Deliveries accepted:

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

ATTN: Shawn Hartmann
Contract Specialist II
RFP-SPH-2020.801.1

ATTN: Shawn Hartmann
Contract Specialist II
RFP-SPH-2020.801.1

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for SQUARE LAKE SUBAREA PLAN STUDY.
4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <https://www.bidnetdirect.com/colorado/adams-county>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **Mandatory Pre-Proposal Conference – June 3, 2020 2:30 PM MT**
 - 5.1. Join Zoom Meeting
<https://zoom.us/j/97898684369?pwd=VIBtVHJSN0t0UUVBhcDZBV1piclNFZz09>
Meeting ID: 978 9868 4369
Password: 124456
6. **TERM OF AGREEMENT:** This is a one-year agreement with the option of one one-year renewal.
 - 6.1. **OPTION TO RENEW FOR ONE (1) SUBSEQUENT YEAR (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Proposal shall

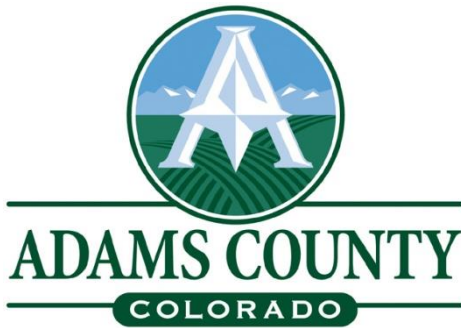
prevail for the term of the Agreement, at which time the County shall have the option to renew the Agreement for one (1) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial Agreement. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

7. CONTRACTUAL OBLIGATIONS

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

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

- 8.1. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.
- 8.2. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
- 8.3. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 8.6. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Shawn Hartmann, Contract Specialist II, Purchasing Division, Adams County, Shartmann@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
9. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
10. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
11. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
12. BUDGET: Budget will not be disclosed.
13. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.



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REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF PROPOSAL**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities

to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. Seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

- 5.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

5.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.

5.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.3. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.3.1. Federal Identification Number: 84-6000732

5.2.3.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in Proposal response. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.

- 7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.
- 7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.4. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 7.2.6. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: **SQUARE LAKE SUBAREA PLAN STUDY** and **RFP-SPH-2020.801.2**.
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

9.1. **MODIFICATIONS TO PROPOSALS.** Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

9.2. WITHDRAWAL OF PROPOSALS

9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

10.1. **REJECTION OF PROPOSALS.** The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
 - 10.1.2. Re-advertise this Solicitation;
 - 10.1.3. Postpone or cancel the process;
 - 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:
- 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;
 - 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
 - 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
 - 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
 - 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regard to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

12. **QUALIFICATIONS OF CONTRACTOR:** The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. **AWARD OF SOLICITATION:** The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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OFFICIAL DOCUMENTS LOCATED AT <https://www.dir.ca.gov/>



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

REQUEST FOR PROPOSAL SCOPE OF WORK

I. INTRODUCTION

Adams County (County) is seeking responses from qualified vendors for the creation of a subarea plan of the Square Lake area.

II. RESPONSE FORMAT

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

SUBMISSION OF PROPOSALS: **Electronic Submission Only via Bidnetdirect.com** must be received at the time specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation.

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

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal
3. Submit proposal in a tab format
4. Table of Contents – Include a clear identification of the material by section and by page number. , i.e. Mandatory Requirements section, etc.
5. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
6. Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable).
 - b. Location of the office, where the work on this engagement is to be performed.
 - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.

- e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
- f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

7. Provide documentation that satisfies the Required Document requests.

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

III. Scope of Work

1. Background

About Adams County

Founded in 1902, Adams County is located northeast of Denver and has a total population of over 500,000. The County covers an area of approximately 1,182 square miles and contains a diverse mix of land uses varying from older cities to new green-field suburbs, to expanses of rangeland. Ten (10) municipalities (Arvada, Aurora, Brighton, Bennett, Commerce City, Federal Heights, Lochbuie, Northglenn, Thornton, and Westminster) are found within or partially within the County. Counties contiguous with Adams include the City and County of Denver and Arapahoe County to the south, Jefferson County and the City and County of Broomfield to the west, Weld and Washington Counties to the north, and Morgan County to the east.

About City of Arvada

The City of Arvada's total population is 118,807 and is spread out over almost forty (40) square miles in both Adams County and Jefferson County. The City is strategically located 10 miles northwest of downtown Denver. Nearby cities include Denver, Golden, Westminster, and Wheat Ridge. Major transportation networks that serve the City include I-76, I-70, State Highway (SH) 121, SH 72, SH 93, SH 95, the Union Pacific Railroad, the Burlington Northern Santa Fe Railroad, and the Regional Transportation District's (RTD) G-Line. The City of Arvada was founded in 1850, with the first documented discovery of gold in the Rocky Mountain Region and was incorporated in 1904.

Square Lake Subarea

The Square Lake Subarea is comprised of three distinct geographic areas bounded on the north and south from West 60th Avenue to West 52nd Avenue and east and west from Tennyson Street to Sheridan Boulevard, as depicted on Exhibit A.

- Square Lake G-Line Area

The northernmost portion of the Subarea is located within the City of Arvada, bordered to the south by the G-Line, Union Pacific, and BNSF railroads and to the north by East 60th Avenue. This area is currently comprised of the RTD G-Line and the associated 330-space parking lot, as well as single-family residential housing on the southern portion of West 60th Avenue. Light industrial and commercial buildings wrap around the outer perimeter of the G-Line and continue eastward to Tennyson Street.

- Square Lake Industrial Area

The central portion of the Subarea, located within a portion of the City of Arvada and unincorporated Adams County, is bordered to the north by the various railroad lines and to the south by Interstate-76 (I-76). The parcels to the north of West 58th Avenue and to the south of the railroad lines are located within the City of Arvada. Five parcels at the southeast corner of West 58th Avenue and Sheridan Boulevard are also within the City of Arvada's jurisdiction. The remainder of the parcels are located within unincorporated Adams County. All parcels within this greater area are currently comprised of light (indoor clean manufacturing) to heavier industrial uses (a chemical manufacturing business and concrete batch plant). Clear Creek is located within this area and is a waterway/open space corridor within unincorporated Adams County.

- Southern Square Lake Area – Add Alternate I

The southern portion of the Subarea is bordered to the north by I-76 and to the south by West 52nd Avenue and is entirely located within unincorporated Adams County. Commercial uses are located along the Sheridan Avenue corridor while a variety of housing types and residential zone districts are located along West 52nd Avenue and the western portion of Tennyson Street. A mobile home park is located within the largest portion of this area and is bounded by West 55th Place to the north and West 53rd Place to the south.

Project

Adams County ("County") and the City of Arvada ("City") are working together to create a subarea plan ("plan") that will envision future development and redevelopment opportunities within this Subarea and to ensure this gateway area is thoughtfully master planned. The plan should evaluate current land uses and constraints and build on opportunities for quality of life and economic growth around the transit line, Clear Creek corridor, and context-sensitive planning in underutilized and vacant parcels within the subarea. The primary area of concern for this subarea plan is the Square Lake G-Line Area and Square Lake Industrial Area ("primary area"), with a secondary focus on the Southern Square Lake area ("secondary area"). The Southern Square Lake area shall be put forth in the response as an add alternate (Add Alternate I) for pricing.

Existing Plans and Studies

Several plans have been adopted for each jurisdiction's Comprehensive Plans over the years and reference the geographic region of this Square Lake Subarea Plan. Items to note are:

- Arvada Parks System Master Plan (Tennyson Knolls to Gold Strike Station)
- Arvada Clear Creek Master Plan
- Arvada Land Development Code (DRAFT update – April 2020)
- Arvada Transit Station
- Arvada's 2014 Comprehensive Plan
- Adams County Balanced Housing Plan
- Adams County Berkeley Neighborhood
- Adams County's Clear Creek Master Plan
- Adams County Making Connections

- Adams County TOD and Rail Station Area Planning Guidelines
- Imagine Adams County – 2012 Comprehensive Plan
- Southwest Adams County Framework Plan

2. Statement of Work

The City and County are seeking a consultant (“Consultant”) or team of consultants to perform a comprehensive study of the Square Lake Subarea and develop a Square Lake Subarea Plan. This study will evaluate current and proposed land uses, current and proposed infrastructure, current and future environmental needs, open space/parks/trails, multi modal transportation options, and balanced housing needs. The Subarea Plan will identify, examine and recommend land use, infrastructure, sustainability, transportation, and environmental guidelines and standards to meet the future needs of the area. The goal is to have a cohesive plan to better activate the Clear Creek corridor, create gateways to each jurisdiction, increase multi-modal connectivity in and through the area including to the Arvada Gold Strike Station (60th & Sheridan), and identify future opportunities within the area.

Portions of the Square Lake Industrial Area and the Southern Square Lake Area are located within the Clear Creek floodway and floodplain, depicted on Exhibit B. The Mile High Flood District (formerly known as the Urban Drainage and Flood Control District) has been studying the hydrology in this area and a revised hydrology Conditional Letter of Map Revision (CLOMR) was approved in December 2016. This is critical given that portions of the Square Lake Industrial Area are within the floodway and therefore currently undevelopable. While the Federal Emergency Management Agency (FEMA) approval of physical map revisions is not expected until 2023, this planning effort shall consider the changes proposed through the flood hazard area delineation in making land use recommendations, but shall caveat those recommendations in case the changes are not approved through the FEMA process. The consultant is expected to obtain the most current copy of the Conditional Letter of Map Revision for this area, from the Mile High Flood District to use as a basis of their findings and projections for future development. This map shall also be included in the final report.

The subarea plan shall cover and make recommendations on the following topics:

- a. Future land use and transit-oriented development (last mile/suburban context);
- b. Open space;
- c. Infrastructure, including without limitation:
 - i. street infrastructure;
 - ii. drainage;
 - iii. gaps in curb, gutter and sidewalk;
 - iv. utility gaps;
 - v. transportation corridors and access points;
- d. Environmental; and
- e. Floodplain.

3. Public Engagement

The City and the County have established a stakeholder committee that will regularly meet with the project team and the Consultant throughout the plan development process. There will also be at least two public open houses held -one at the beginning

to introduce the project and get feedback from property owners and residents on the strengths, weaknesses and opportunities in the plan area, and the second to be held to present draft plan recommendations and solicit feedback. Given the current shelter in place and social distancing requirements, the first open house may be held virtually. If that happens, a 3rd in-person public open house shall be held sometime in the summer of 2020 once the shelter-in-place and social distancing requirements have been lifted (a better word choice might be “modified” – lifted sounds too strong a word based on what the news is reporting) to ensure members of the public can participate in this project with other socially equitable options.

The County will prepare and manage a website to communicate information about this planning process so that members of the public can be informed and kept up to date on the progress. The Consultant shall not create any additional websites, as all information should be channeled through the County/City designated website. The Consultant is expected to provide material to the County in advance of meetings and shortly following any meetings so that it may be posted online. County and City Communication Staff will also be available to communicate meeting and information to their respective communities.

4. Approval Process

The Consultant, along with City and County staff, may be expected to present at a study session before the Planning Commissions for the City of Arvada and for Adams County. A study session will also be required with the Adams County Board of County Commissioners (BoCC) at the time that draft plan recommendations are being developed. The Plan may be reviewed and recommended by each Planning Commission before separate presentations for adoption by the Adams County Board of County Commissioners and the Arvada City Council.

5. Professional Qualifications

- 5.1 The Consultant will have experience with successful subarea plans in Colorado.
- 5.2 The Consultant must demonstrate a history of at least two (2) similar projects during the last five (5) years.
- 5.3 The Consultant must demonstrate they have staff or subconsultants qualified in the fields of land use planning, transportation planning/engineering, floodplain requirements, and urban design.

6. Minimum Requirements for Service

6.1 Inventory and Information Gathering – 5% (+/-5%)

The following information will be compiled by Adams County and City of Arvada Staff, but the Consultant shall be expected to review and understand the following information for completion of the Plan. The Consultant may make additional maps as needed from the information provided. City and County staff will host a meeting with the Consultant to review this information.

- a. Review of applicable plans and studies for the area as referenced above in the identified existing plans and studies.

- b. Inventory of parcels within the Subarea.
- c. Identification by location/boundary in the Subarea, as well as map: Water Districts, Sanitation Districts, Business Districts and research past, present and future investments and infrastructure upgrades
- d. Present Land Use and Zoning and any other identified areas of change
- e. Review of the existing building stock within the subarea
- f. Identification by location/boundary brownfield impacted locations and if any environmental assessments or remediation plans are occurring or anticipated
- g. Identification of opportunity zones
- h. Analyze both jurisdictions long range plans to determine commonalities, differences, and identified future land uses contained within the Subarea.
- i. Inventory the following within the planning area:
 - i. ROW
 - ii. Rail Corridors and Transit Stations
 - iii. Bus Corridors
 - iv. Bike and Trail Systems
 - v. Brownfields
 - vi. Businesses
 - vii. Housing
 - viii. General Infrastructure (i.e. water, sewer, streets, transportation, drainage) conditions

6.2 Develop a Public and Stakeholder Involvement Process – 25% (+/-5%)

- a. Gather input through two public meetings – to identify concerns within the area and obtain input about their vision and draft plan recommendations for the area. As noted above, a 3rd in-person public open house shall be held during the summer of 2020 if the 1st open house is held virtually due to the shelter-in-place and social distancing requirements.
- b. With City and County staff, meet with the stakeholder committee which shall meet every four-to-six weeks through the plan process.
- c. Staff has established a technical advisory committee that includes Mile High Flood District, CDOT, Tri-County Health, RTD, Jefferson County, as well as staff from Parks and Open Space, Public Works, Neighborhood Services (housing), and Community and Economic Development within the two jurisdictions.
- d. Hold at least one meeting monthly with the technical advisory committee to review the analysis and planning efforts. The monthly meeting with the technical advisory committee can be held virtually and shall be held during normal business hours.

6.3 Review and Identify Needs for Land Use, Zoning, Design, Open Space, and Transportation Components from existing plans and public feedback – 35% (+/-5%)

- a. Analyze the existing zoning to determine appropriate future land uses and zoning districts to encourage economic development, sustainable and safe infrastructure, multi-modal transportation options, open

- space/flood control needs, and allow for balanced housing solutions (where appropriate).
- b. Analyze the findings from the public and stakeholder meetings to identify wants/needs within the Subarea.
 - c. In partnership with key City and County staff, review and recommend performance standards and/or development regulation/land development code changes between the two jurisdictions to provide a cohesive master plan for the Subarea and corridors.
 - d. Identify multi-modal transportation needs and gaps - a key focus will be identifying how Ralston Road can be brought into the Square Lake Industrial Area to improve connectivity
 - e. Identify open space needs and gaps
 - f. Identify areas of environmental concern and how they can be addressed
 - g. Identify and understand the existing floodplain and proposed changes through the Mile High Flood District remapping process

6.4 Develop a Master Subarea Plan with Maps – 35% (+/-5%)

Develop a Master Subarea Plan for the Square Lakes Area.

- i. Develop a vision for the primary and secondary areas with recommendations on land use, infrastructure, multi-modal transportation, and open space given the constraints based on environmental and floodplain regulations. While this may be an opportunity for transit-oriented development, it is a suburban station surrounded by a highway, residential and industrial development. Context appropriate solutions are appropriate based on previous plan recommendations, City and County feedback, and input from the Steering Committee and public open houses.
- ii. Include high level cost estimates for the incorporation of infrastructure improvements to remedy the existing conditions of the area. Include suggested sources of funding.
- iii. Highlight key parcels and recommendations for their future use
- iv. Prioritize opportunities for greater multi-modal connectivity to the Clear Creek trail and Gold Strike station.
- v. Prioritize balanced housing opportunities (where appropriate)
- vi. Create a “Top 10” list of priorities for both jurisdictions and a list of recommendations on how to address them.
- vii. Provide an implementation plan with suggested timing based on the priorities identified in the above step.
- viii. Create and package together a final Subarea Plan to present for adoption before the Planning Commission and Board of County Commissioners/City Council.
- ix. In addition to the above for Add Alternate I, there is a desire to maintain the existing mobile home park while looking at improving connectivity and the possibility for an enhanced gateway into Adams County on Sheridan Boulevard between 52nd Ave and I-76. The plan for this additional alternate area should address these elements.

7. Project Schedule

Date(s)	Key Tasks
Early June 2020	Kickoff Meeting with Both Jurisdictions
June- August 2020	Research, Inventory and Information Gathering with Staff and Stakeholders
Late November 2020	Final Deliverable Plan
January 2021- February 2021	Presentations and Adoption of Square Lake Subarea Plan with Planning Commissioners, City Council and the Board of County Commissioners
Monthly Meetings	A series of monthly updates to City/County Staff on the project's progress
Length of project	6 -9 months

8. Final Deliverables

- 8.1 Printed, Electronic, and Thumb Drive Copies of the Plan
- 8.2 Summaries of Stakeholder and Technical Advisory Meetings
- 8.3 Maps of all Analysis, including maps developed by Staff
- 8.4 Program Recommendations and Funding Opportunities

9. Evaluation Criteria

- 9.1. Project Approach
- 9.2. Project Team/Past Experience
- 9.3. Timeline and Availability
- 9.4. Cost

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

**REQUEST FOR PROPOSAL
SUBMISSION CHECK LIST**

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

Mailing Address:

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

ATTN: Shawn Hartmann
Contract Specialist II
RFP-SPH-2020.801.1

Hand Deliveries accepted:

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

ATTN: Shawn Hartmann
Contract Specialist II
RFP-SPH-2020.801.1

- | | | |
|---|-----|----|
| Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions. | YES | NO |
| Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form? | YES | NO |
| Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions. | YES | NO |
| Requirements met and response included? | YES | NO |
| May any other governmental entity avail itself of this Agreement and purchase any and all items specified? | YES | NO |
| Have all the addendums been acknowledged and enclosed? | YES | NO |
| Original and the number of copies specified enclosed including electronic copy? | YES | NO |
| Has a duly authorized agent of the contractor signed the Contractor's Statement? | YES | NO |
| Is pricing form enclosed in a separate sealed envelope? | YES | NO |



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

**REQUEST FOR PROPOSAL
STATEMENT OF NO BID
COMPLETION OF THIS FORM IS OPTIONAL**

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

Please send to: Adams County Purchasing Division
Attn: Shawn Hartmann, Contract Specialist II
RFP-SPH-2020.801.1
4430 South Adams County Parkway, C4000A
Brighton, CO 80601

Email to: Shartmann@ADCOGOV.ORG
Subject: RFP-SPH-2020.801.1

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

Further Remarks/Comments:

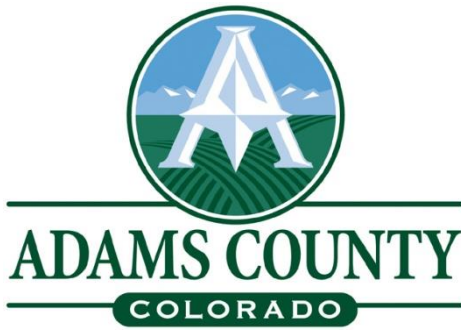
PRINT OR TYPE YOUR INFORMATION

Contractor Name _____ Phone _____

Address: _____ City/State _____ Zip Code _____

Contact Person _____ Title _____ Date _____

Email Address _____



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

**REQUEST FOR PROPOSAL
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE**

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

Contractor Name

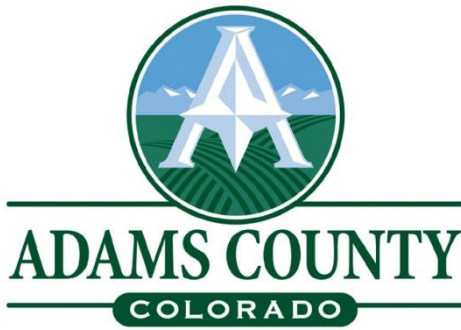
Printed or Typed Name

Signature

Title

Date

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



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

REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Proposal is hereby submitted.

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

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name

Date

Signature

Printed Name

Title

Address

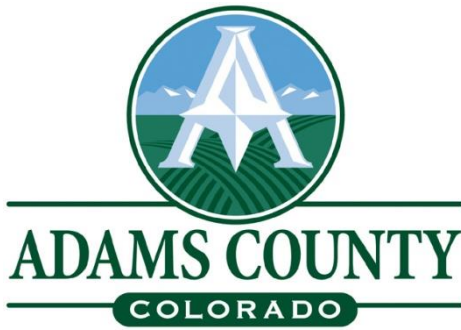
City, State, Zip Code

County

Telephone

Fax

Email



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

**REQUEST FOR PROPOSAL
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

Company Name

Address

Reference Name

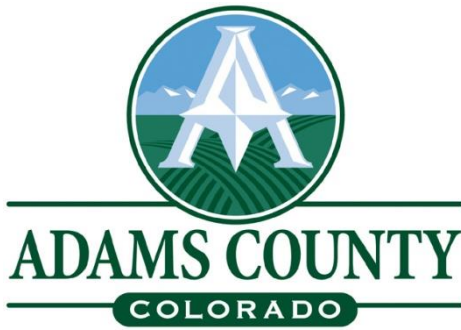
Reference Email Address

Telephone Number

Project Name

Value

\$



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

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # _____

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

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

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

Contractor Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR X FOR X**

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2020, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Company Name, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP-SPH-2020.801 and the Contractor's response to the RFP-SPH-2020.801 attached hereto as Exhibit A and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

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

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

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
8.1.2. General Aggregate: \$2,000,000
- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from

any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

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

11. TERMINATION:

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

Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war,

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

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

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

2) Immediately upon hand delivery; or

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

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact: Shawn Hartmann

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6279

E-mail: Shartmann@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: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

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

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

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

13. AMENDMENTS, CHANGE ORDERS, OR EXTENSIONS:

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

14. Security Breaches and Personal Information

- 14.1. If Contractor obtains personal identifying information, as that term is defined in C.R.S. 24-73-101, from the County during the course of this Agreement, Contractor shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. 24-73-101 when that information is no longer needed for the performance of this Agreement. Contractor shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.
- 14.2. In the event of a security breach, as defined in C.R.S. 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Contractor shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

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

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

- 15.1. 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.
- 15.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 15.7. 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).
- 15.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

Board of County Commissioners

Chair

Date

Contractor

Signature

Date

Printed Name

Title

Attest:

Josh Zygielbaum, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2020,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Signature

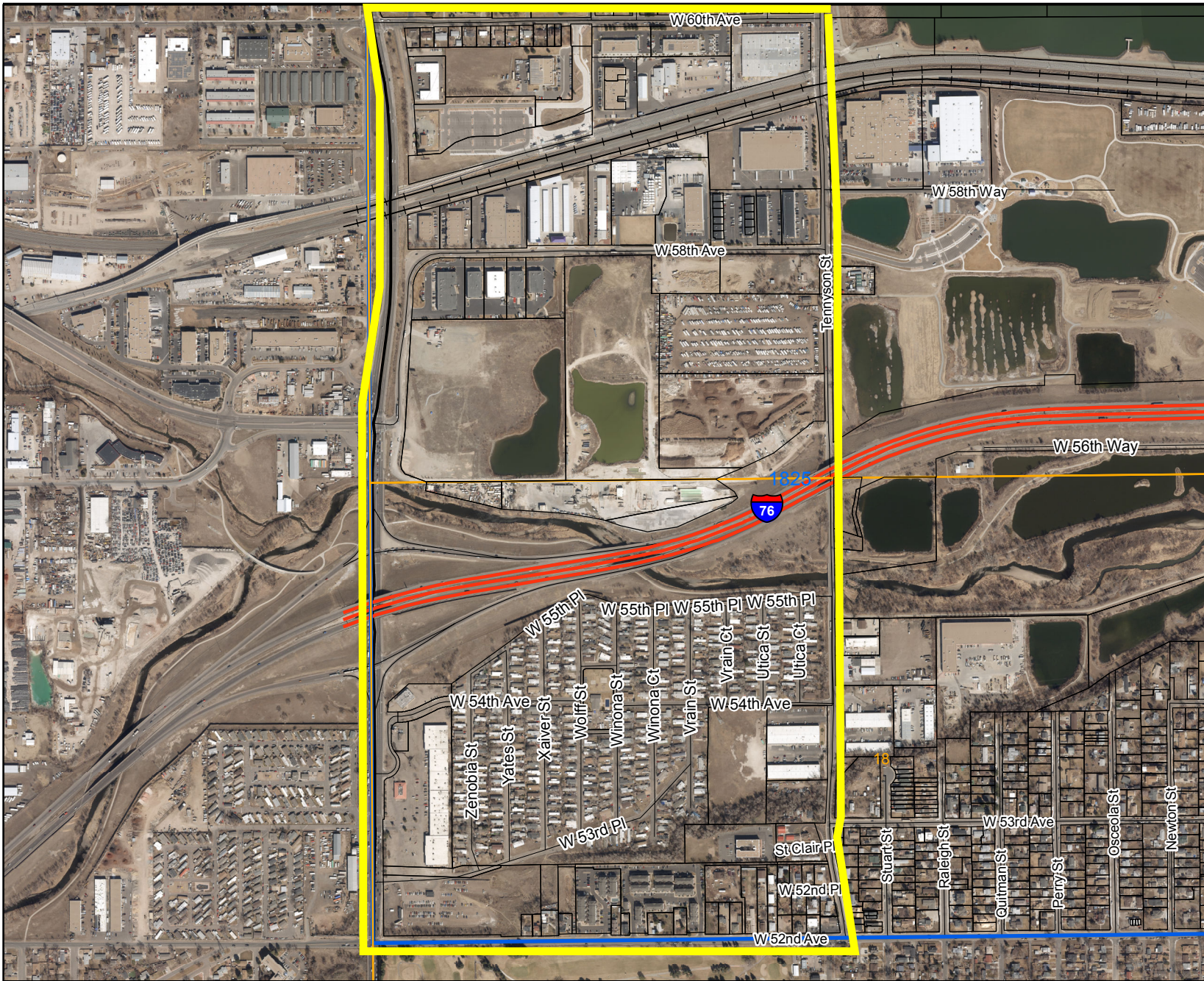
Name (Print or Type)

Title

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

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

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



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Square Lakes Plan Boundary

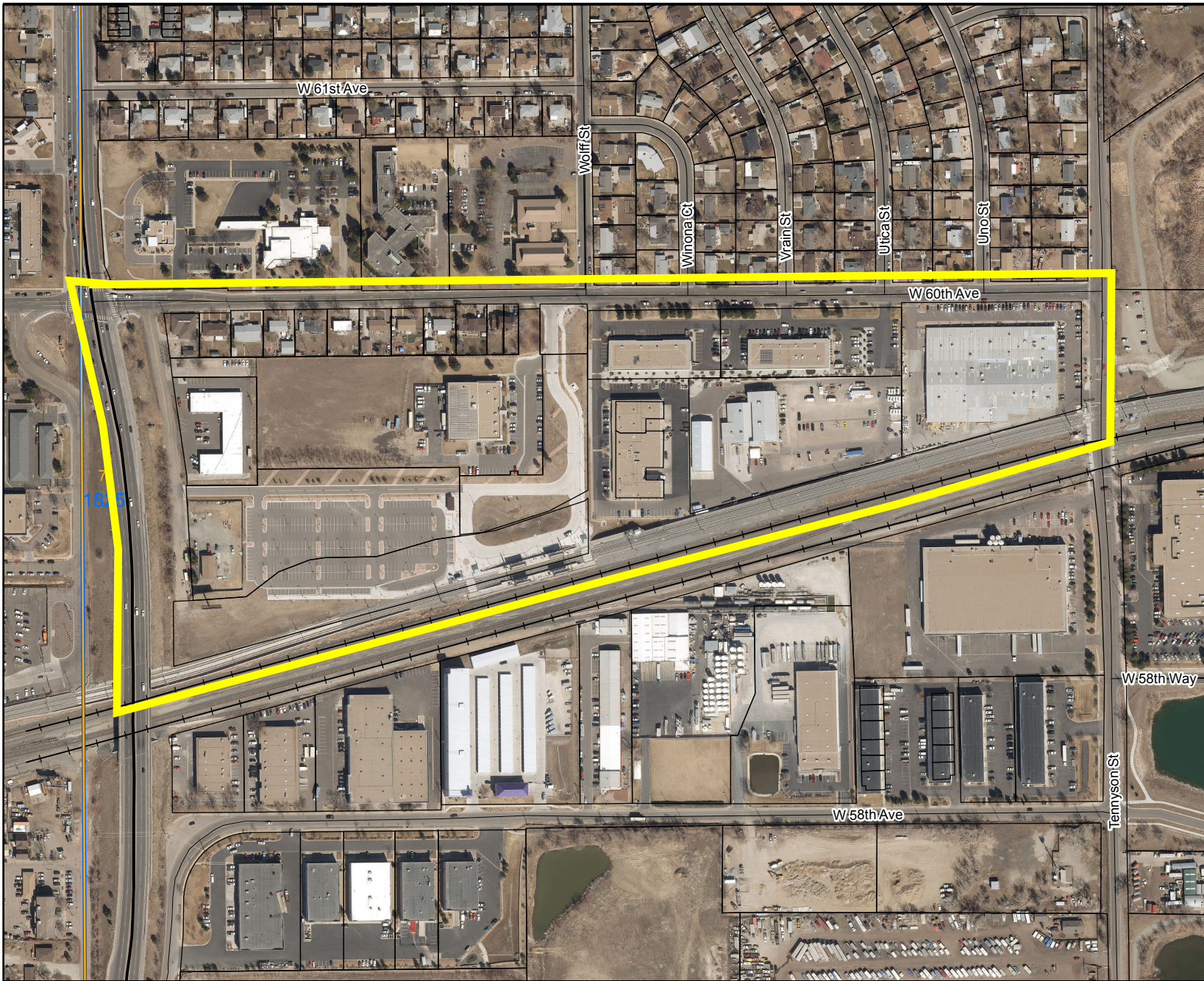


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





ADAMS COUNTY
COLORADO

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Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

**Square Lakes Plan Boundary
G-Line Area**

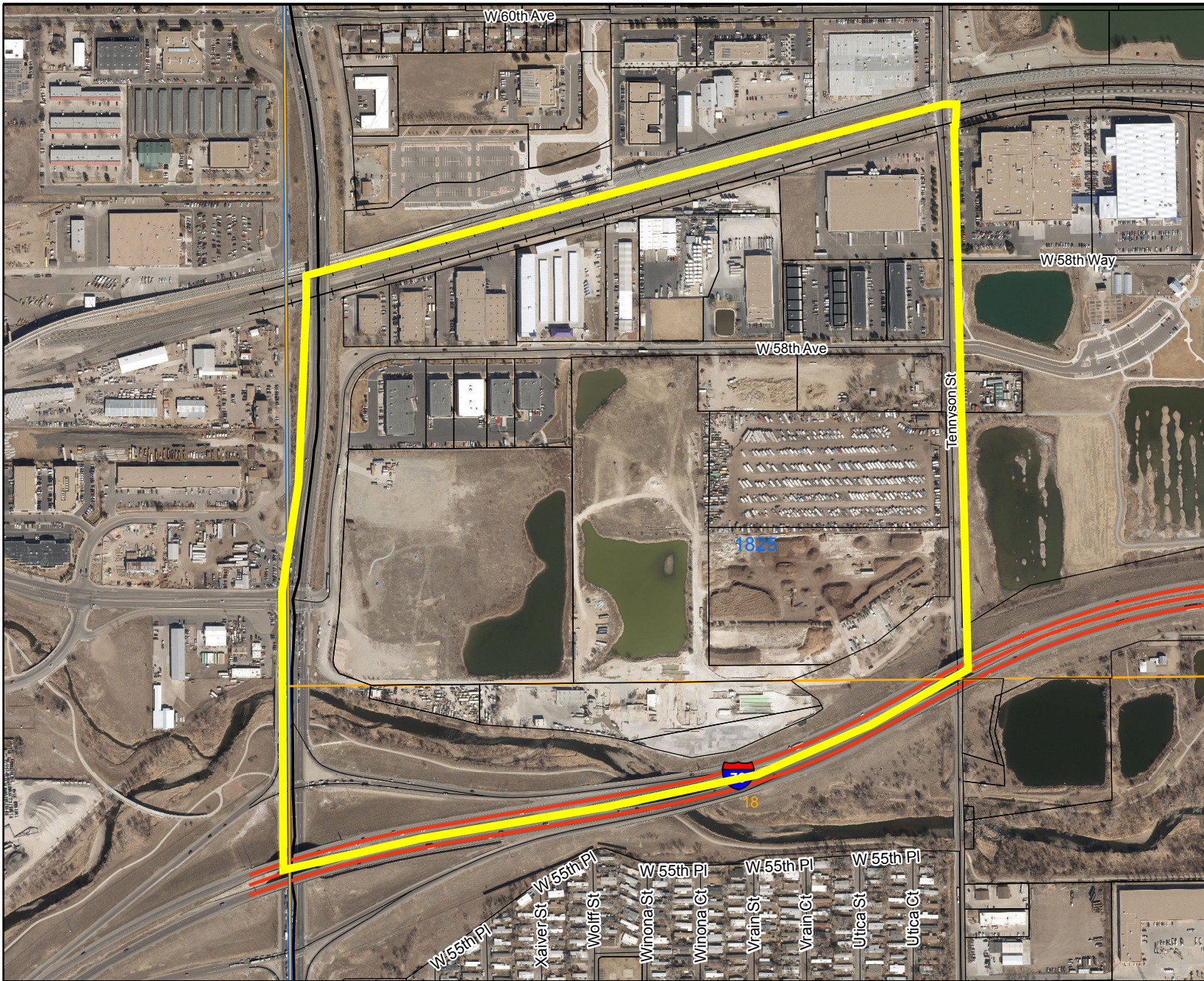


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





ADAMS COUNTY
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Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

**Square Lakes Plan Boundary
Industrial Area**

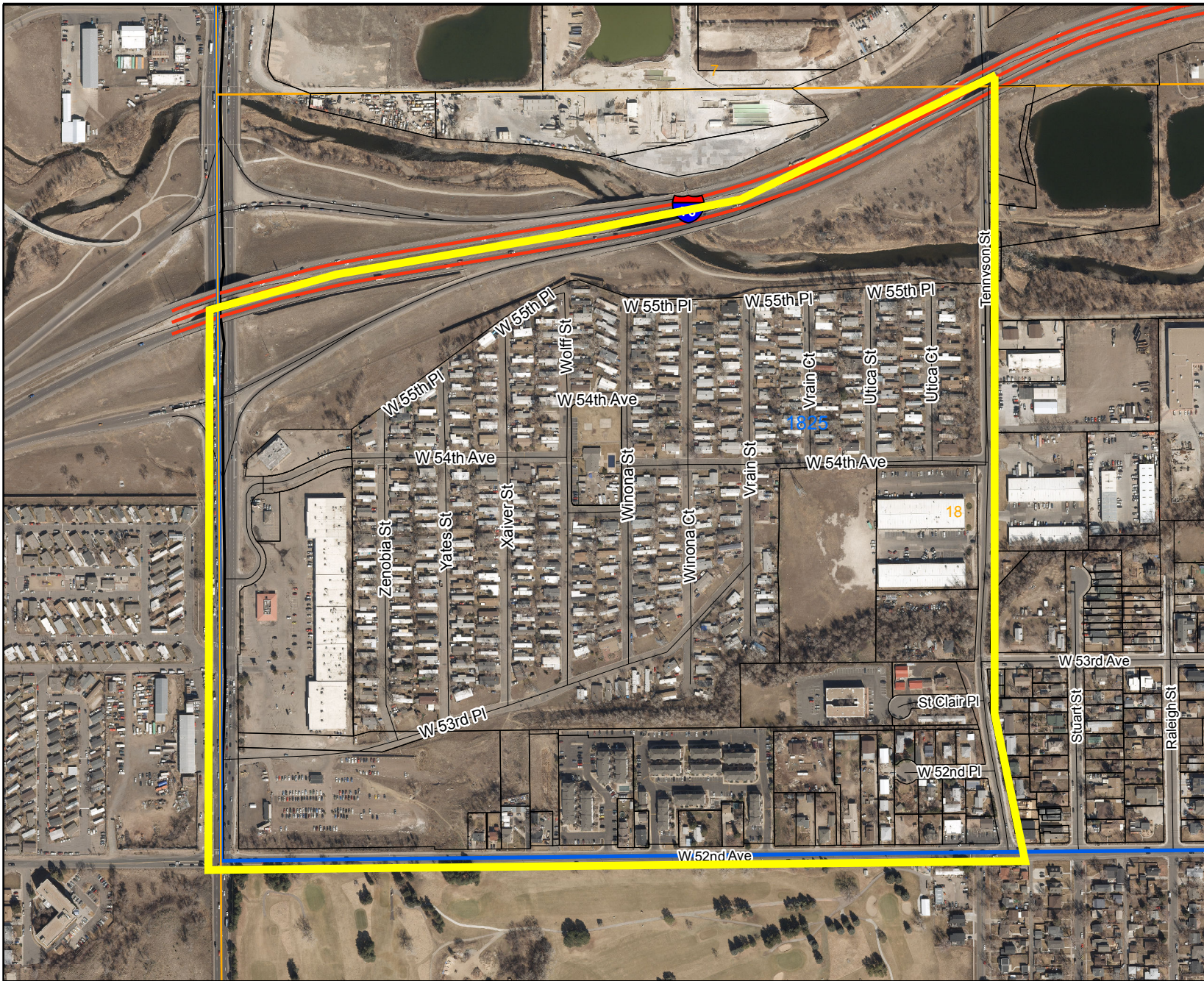


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





ADAMS COUNTY
COLORADO

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Legend

-  Railroad
-  Major Water
-  Zoning Line
-  Sections

**Square Lakes Plan Boundary
Southern Area**



For display purposes only.



ADAMS COUNTY
COLORADO

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