

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR A/E SERVICES FOR MASTER PLAN STUDY OF CELL BLOCKS A-E AT THE
ADAMS COUNTY DETENTION CENTER**

THIS AGREEMENT ("Agreement") is made this 7 day of AUGUST 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Wold Architects & Engineers, located at 1553 Platte Street, Suite 201, Denver, Colorado 80202 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 2018.426 and the Contractor's response to the RFP 2018.426 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 through November 30, 2018.

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: Sixteen thousand seven hundred dollars (\$16,700.00).

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: Mark Schlindwein
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80602
Phone: 720.523.6305
E-mail: mschlindwein@adcogov.org

Department: Adams County Purchasing
Contact: Jen 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: Wold Architects & Engineers
Contact: Job Gutierrez
Address: 1553 Platte Street, Suite 201
City, State, Zip: Denver, Colorado 80202
Phone: 909.928.8800
E-mail: jgutierrez@woldae.com

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

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall

remain in effect, unless otherwise terminated in accordance with the terms contained herein.

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

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

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

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

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

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

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

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for

employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

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

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

**Adams County Government
County Manager**



Raymond H. Gonzales

7 Aug 2018

Date

Wold Architects & Engineers



Signature

7.27.2018

Date

JOB GUTIERREZ


Printed Name

PRINCIPAL

Title

Attest:

Stan Martin, Clerk and Recorder



Deputy Clerk

Approved as to Form:



Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF DENVER)

STATE OF COLORADO)SS.

Signed and sworn to before me this 27th day of JULY, 2018,

by Aimee Lalone ,

AIMEE LALONE
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #20154048911
My Commission Expires 12/28/2019

Notary Public

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:

Wold Architects & Engineers
Company Name

7.27.2018
Date

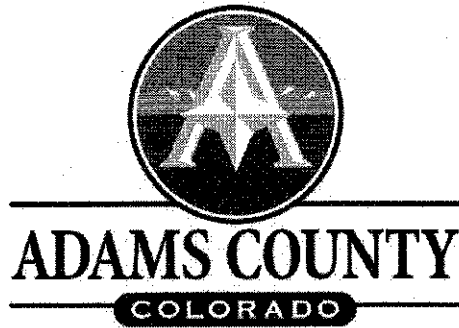
Job Gutierrez
Signature

JOE GUTIERREZ
Name (Print or Type)

PRINCIPAL
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

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



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

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: May 14, 2018

RFP Number: RFP-JTH 2018.426

RFP Title: **A/E SERVICES FOR MASTER PLAN STUDY (Pre-Design) OF CELL BLOCKS A-E AT THE ADAMS COUNTY DETENTION CENTER (JAIL)**

Pre-Proposal Meeting: **MANDATORY May 21, 2018 10:00 am**
Adams County Detention Center (Jail)
150 N. 19th Avenue, Brighton, CO 80601

RFP Questions Due: May 24, 2018

Proposal will be received until: June 5, 2018, 2:00pm MT, Our Clock
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Detention Center (jail)

For additional information please contact:

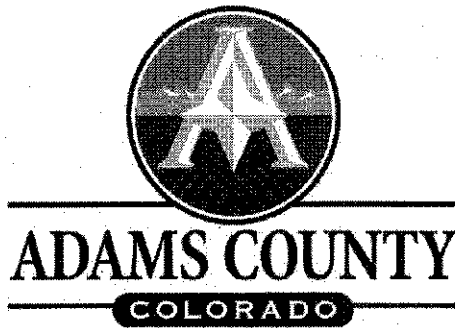
Jen Tierney Hammer, Contract Specialist
720-523-6049

Email Address:

jtierney@adcogov.org

Documents included in this package:

Proposal Instructions
General Terms and Conditions Scope of Work (SOW)/ Specifications Pricing Form
Submission Check List
Contractor's Certificate of Compliance
Contractor's Statement
Reference Form
Term of Acceptance Form Appendix A – Sample Agreement Appendix B – Overview Drawing of Cell Blocks A-E
Attachment 1- Design and Construction Standards
Attachment 2-Design and Construction Handbook
Attachment 3-Contract Document Standards



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

REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Professional Design Services for Master Planning Study (Pre-Design) of Cell Blocks A-E at the Adams County Detention Center. Adams County is seeking Pre-Design Services for Master Planning at the Jail, which will include Cost/Budget Estimating effort to identify a future project budget request.

1. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:

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

Hand Deliveries accepted:

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

ATTN: Jen Tierney Hammer
Lead Contract Specialist
RFP-JTH-2018.426

2. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for A/E Services for the Master Plan Study and Cost/Budget Estimating effort.

3. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>

3.1. Interested parties must register with this service to receive these documents:

4. CONTRACTUAL OBLIGATIONS

4.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

4.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

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

5. PRE-PROPOSAL MEETING AND WALK-THROUGH IS MANDATORY:

5.1.1. A mandatory pre-proposal meeting will be held on May 21, 2018 10:00am at the Adams County Detention Center (Jail), Lobby, 150 N. 19th Avenue, Brighton, Colorado 80601, to discuss the Scope of Work. A representative of the Professional Services Contractor must attend this **mandatory** conference in order to qualify to respond to this Agreement. **The pre-bid will begin precisely at 10:00 a.m. late arrivals will not be allowed to attend. Check-in prior to the pre-bid is required, please allow yourself plenty of time for this process. A driver's license or other picture identification is required.**

5.1.

5.1.2. 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.

5.1.3. 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.

5.2. Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.

5.3. Pricing MUST be sealed separately with proposal submission. Please provide two copies of submitted pricing in a sealed clearly marked envelope with the RFP number name, firms name, address, phone number and contact. Do NOT submit any pricing directly into the RFP.

6. 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.

6.1. 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.

6.2. 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.

6.3. 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 Jen Tierney Hammer, Lead Contract Specialist, Purchasing Division, Adams County, jtierney@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

7. 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.

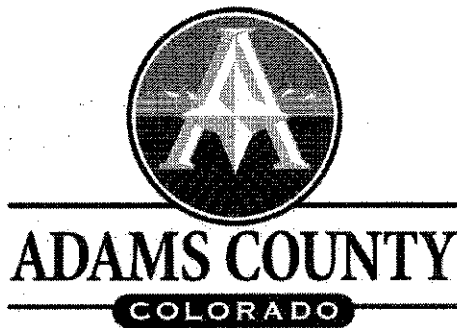
8. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of 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.

9. 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.

10. **BUDGET:** The Construction budget for the project has not been established or funded at this time. The design team will through their Master Plan Study and cost/budget estimating effort help Adams County determine a construction budget request for the 2019 budget cycle.
11. **DEBARMENT:** By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

2. CONTENTS OF PROPOSAL

2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:

2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.

3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

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

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

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

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

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

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

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

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

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

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

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

5.2.2.1. Federal Identification Number: 84-6000732

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

6. SIGNING PROPOSAL

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

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

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

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.

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: A/E Services for; Master Plan Study and Cost/Budget Estimating effort and RFP-JTH-2018.426
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

9.2. WITHDRAWAL OF PROPOSALS

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

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

10. REJECTION OF PROPOSALS

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

- 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

10.2. **REJECTION OF A PARTICULAR PROPOSAL.** In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;

10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or

10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

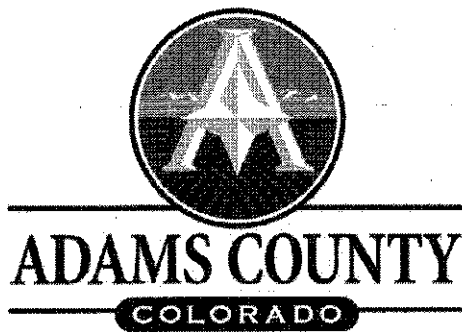
11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

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

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

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

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I. INTRODUCTION

Background: Adams County is seeking a qualified firm to provide Professional Design Services at the Adams County Detention Center (Jail) located at 150 N. 19th Avenue, Brighton, Colorado, 80601. The A/E service will include the development and submission of a Master Plan Study for the renovation of the cells and common cell block areas of Blocks A-E. The study will also look at refurbishing the individual cells in Blocks A-E. The cells currently have desks, separate toilets, and porcelain sinks, double stacked bunks and ladders. The cells and cell block common areas have not been renovated since the facility opened in 1984. Intent is to reconfigure and refurbish the cells to improve safety and utilization, in addition to addressing associated building systems in those areas.

II. SCOPE OF WORK

The Master Plan Study will include at least two levels/scenarios of renovation options, including associated cost estimates for both options. Due to the nature of the facility, programming for operational changes are not expected, but understanding existing operation functions is a critical component in planning for the future. Meetings with the end user (Sheriff's Office) and Adams County Facilities will be necessary to establish stakeholder's goals and visioning. A Master Plan charrette should be included in the scope. Detailed cost estimates are to be provided for both proposed project scenarios. Selected A/E will also assist in working with detention grade furniture vendors to facilitate mockups of at least two cells for the end user to review.

A floor plan of the general project limits is attached to this RFP, and should be considered to outline the areas which are to be evaluated in the Master Plan Study. However professional input from the selected designer of record is expected.

In the event that additional consulting services are required, the County may contract these directly, or request the Design Professional to procure these services at an additional cost. Percentage mark-up of sub-consultants cost shall be included in the proposal.

Professional Design and Consultation Services by Stage/Phase: Services are expected to be provided for all stages of the work, including but not limited to:

- **Pre-Design:** Services consist of those technical architectural/engineering activities that encompass early project development. Activities generally included in pre-design are project programming and/or verification, space schematic/flow and bubble diagrams, existing facilities surveys, economic and feasibility

analysis, cost estimating, project budgeting, scheduling and coordination with County to identify and confirm project needs.

Estimated Project Schedule:

The final project schedule will be developed between Adams County and the successful Design Professional.

This schedule may evolve throughout the course of Master Plan effort, however now it is estimated as follows:

A/E RFP Issued	May 14, 2018
Mandatory Pre-Proposal Meeting	May 24, 2018
A/E Proposals Due	June 5, 2018
Anticipated Award	June 22, 2018
Master Plan Study Complete	September 22, 2018

III. RESPONSE FORMAT

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

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

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

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

IV. Format Requirements

Proposals shall be structured/formatted to follow the layout and required information identified in this Statement of Work. 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.
- Proposals shall be bound.
- Cover Letter / Statement of Interest: *(1 Page Maximum)*
- General Information about the Firm: *(2 Pages Maximum)*
 - History and Business Profile
 - Business Organization (i.e. Corporation, Partnership, etc.)
 - Name of County's, Principals and/or Officers
- Statement of Firm's Financial Status: *(1 Page Maximum)*

- Firms Financial Statement through Fiscal Year 2016/2017 is ***not*** required to be submitted with proposal, but shall be furnished upon County's request.
- Firm's Qualifications: *(Qualification Summary plus 12 Pages Maximum)*
 - The firm/person must have successfully completed a minimum of three (3) relevant projects of similar scope to the Project. List *all* similar and relevant government facility projects (based on size, cost, or scope), which your firm or yourself is presently engaged or has completed in the past 10 years. Include general descriptions of the projects, name of County's, County's contact persons, addresses, email, and telephone numbers. Adams County may visit the sites to view quality of work.
 - Provide licensure and accreditations, including verification of professional licensing in Colorado. Provide a project team organizational chart and resumes of the proposed key project team members. The firm shall also identify that they are able to provide support staff (where necessary). Indicate the number of personnel and breakdown of roles/titles.
 - As part of the proposal, provide the name, address, telephone and fax number, and email address of the firm/person responding to this Request for Proposal. Please designate a single representative or prime contact through whom the County may communicate.
 - Provide a list of proposed sub-consultants, identify how they will incorporate into the team organizational chart, the resumes of key personnel, and identify the relationship with the sub-consultant (e.g. identify how many times you have worked together, how many times the key personnel have worked together, etc.). Provide this information for each sub-consultant. *Additional pages (no more than 4) may be added for each sub-consultant*
 - Adams County reserves the right to review sub-consultants independent of the overall project team, to contract independently with sub-consultants, or to identify opportunities for overall design team strengthening.
 - Provide resumes of the proposed key project team members. Identify a project history, their present assignments and workload, and client references. Substitution or changes to personnel will be limited to those beyond the firm's control and not out of convenience. Indicate any potential conflicts of interest. It is the County's expectation that the Firm will have no financial interest or fiduciary relationship to other firms/vendors/contractors who are or will be providing services or products in the design and construction of the facility.
- Submittals: *(4 Pages Maximum)* Provide, in your own words, a description of the work scope for the project.
 - Provide an outline of the work plan and process for delivering the services requested. Describe the various phases of work, responsibility of the Firm, the County, Contractors or other Stakeholders. Identify all challenges and opportunities perceived, anticipated mitigation, and methodology for approaching the work.
 - Provide an anticipated staffing plan, based on each phase of the project, focusing primarily on key personnel (Project Executive, Project Architect, Project Manager, etc.)
 - Summarize what services the Firm proposes to provide and what services are excluded.

- Proposed Fee: (*Form of Proposal, Fee Schedule & 1 Additional Page*)
 - Utilize the Form of Proposal and Fee breakdown.
 - ***Estimated hours are not contractual and are to be used for reference purposes only.***
 - Provide no more than one page (if any) description or clarifications to the fee proposal.
 - Provide a Fee Schedule (Hourly Rate) by position title, and a Not-to-Exceed percentage markup for any Sub-consultant work.
- General Items: (*2 Pages Maximum*)
 - Include any other items describing the Firm and why it is advantageous for Adams County to hire the Design Professional.
 - Any clarifications or assumptions for the scope of services.

PROJECT BUDGET:

The Construction budget for the project has not been established or funded at this time. The design team will through their Master Plan Study and Cost/Budget Estimating effort help Adams County determine a construction budget request for the 2019 budget cycle.

EVALUATIONS:

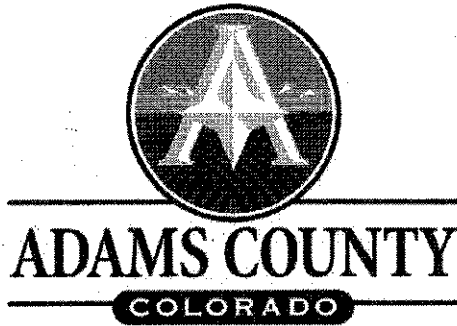
Proposals shall be evaluated based on a series of criteria/categories, which may include, but not be limited to:

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

INTERVIEWS:

In addition to the qualifications and fee proposal, it may be required that the Firm gives a presentation and is interviewed by Adams County and/or their consultants. Site visits of completed similar facilities may also be conducted. Interviews or site visits, if required, will be scheduled by Adams County for any or all Firms selected.

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

**REQUEST FOR PROPOSAL
PRICING FORM: 2018.426
(Submit in separate sealed envelope)**

Form of Proposal / Fee Breakdown:

Break down the fee proposal, with all lump sum costs for these services as not to exceed the amounts, for the work as follows:

<u>Service/Work Scope</u>	<u>Estimated Hours</u>	<u>Lump Sum Fee</u>	<u>% of Total</u>
PRE-DESIGN:	_____	\$ _____	_____ %
GRAND TOTAL	_____	\$ _____	100 %

Additional Certifications:

We agree to contractually guarantee the personnel proposed for this project: _____ Yes _____ No

Fee Proposal Clarifications:

- A. All Bids must be furnished exclusive of taxes.
- B. Reimbursable expenses shall be a Not-To-Exceed value billed only as expended.
- C. Special services may be requested by the County for work not included in this project. Work under this provision requires prior authorization by County. Provide a Fee Schedule for the possibility of such work identifying project personnel, titles, and hourly rates. To be included with the Hourly Fee Schedule, indicate your percentage markup for sub-consultants that the firm may employ or utilize in the performance of the project. Fee schedule shall not be adjusted once a bidder is selected on this bid, including for personnel promotions.

Name and Title Printed

Signature

Date

Summary of Qualifications:

In addition to the breakdown of the Fee Proposal, provide a summary of corporate and personnel experience as follows *(also provide qualifications summary for each Sub-Consultant)*:

Business / Corporate Information:

Current Name of Firm: _____ Place of Incorporation: _____

Other Names / Previous Names: _____

Type of Business: _____ Number of Years in Business: _____

Number of Employees: _____ Number of Local Employees: _____

Principals/ Countys: _____ VP/Directors: _____ Project Managers: _____

Architects: _____ Engineers: _____ Support Staff: _____

Project Information (through the past 5 years):

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

Total number of Projects: _____

Total number of Detention/Jail Facilities or similar justice type projects: _____

Total number of Project with specific focus on Security: _____

Number of Projects for Governmental Agencies (State, County, Municipal): _____

Value of Work Currently Under Contract: \$ _____

Number of Projects completed with prime Sub-consultant(s): _____

(for Subcontractors -- indicate # of projects completed with the Design Lead)

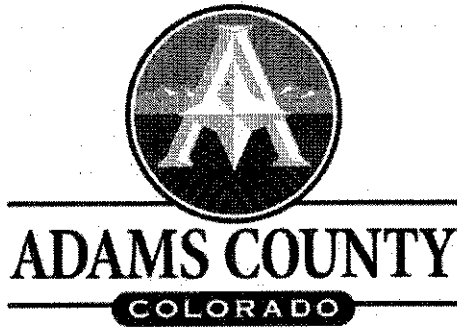
Note: Adams County reserves the right to request validation or proof of any or all of the information described above or as provided in the Proposal. Proof shall consist of descriptions, narratives, references or similar information necessary to establish a substantive role of the Firm in the identified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

Verification of Qualifications Summary:

Name and Title (Printed)

Signature

Date



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

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

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

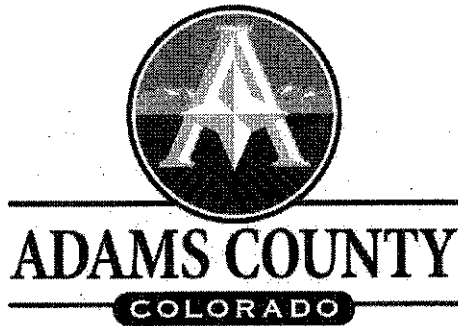
Mailing Address:

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

Hand Deliveries accepted:

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

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



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

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

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

Contractor Name

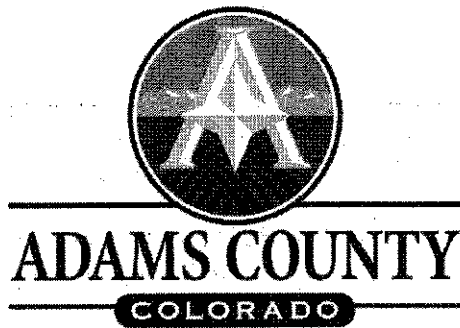
Printed or Typed Name

Signature

Title

Date

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



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

REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

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

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name

Date

Signature

Printed Name

Title

Address

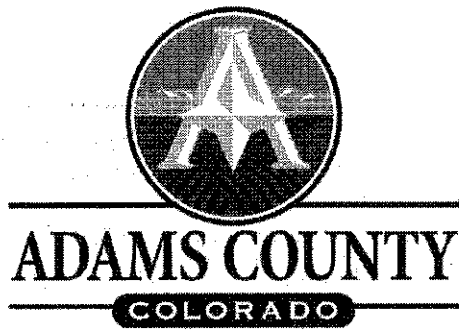
City, State, Zip Code

County

Telephone

Fax

Email



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

REQUEST FOR PROPOSAL REFERENCE FORM

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

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

Company Name

Address

Reference Name

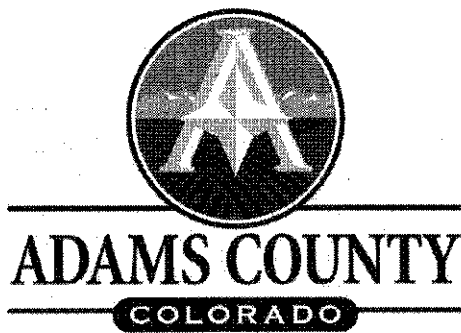
Reference Email Address

Telephone Number

Project Name

Value

\$



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

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # _____

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

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

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

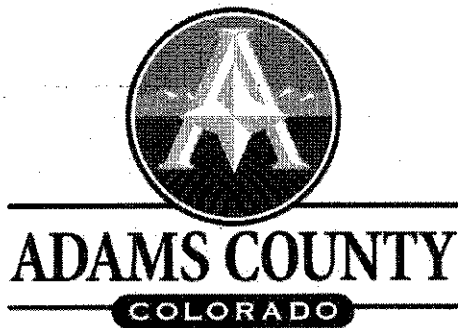
Contractor Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____



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

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

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

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this _____ day of _____ 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Company Name, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

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

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

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

3. TERM:

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

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

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

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.

5 Insurance: The Contractor agrees to maintain insurance of the following types and amounts:

- Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - Each Occurrence \$2,000,000
 - General Aggregate \$2,000,000
 - Umbrella \$2,000,000
- Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - Bodily Injury/Property Damage \$1,000,000 (each accident)
 - Personal Injury Protection Per Colorado Statutes
 - Workers' Compensation Insurance: Per Colorado Statutes
- Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - Each Occurrence \$2,000,000
 - General Aggregate \$2,000,000
- Sub Consultants: may be allowed, if approved in writing by the County, to have lesser values for Professional Liability Insurance as follows:
 - Mechanical and Electrical Engineering Consultants: Same as Design Professional
 - Landscape or Civilian Consultants: No less than \$2,000,000
 - Special Consultants who's services are for work valued at less than \$1,000,000: No less than \$1,000,000
- 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:
 - 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.
 - 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.
 - Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 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.

- 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.
- At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 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 covered by the described insurance.
- The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
- 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.
- COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof.
- 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.

- The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 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.
- 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.
- 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.
- 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.
- 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).
- The County may require additional insurance coverage or limits, including professional liability insurance, in excess of that normally carried by the Architect and the Architects consultants. In the event the County does not require additional insurance pursuant to this paragraph, the Architect shall be entitled to reimbursement from the County for the cost of any additional insurance premiums required.
- 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.

7.1. 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.

7.2. 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.

7.3. 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.

8. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

8.1. 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.

9. WARRANTY:

9.1. 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.

10. TERMINATION:

10.1. 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.

10.2. 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.

11. MUTUAL UNDERSTANDINGS:

11.1. 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.

11.2. 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).

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

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

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

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

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

11.9. 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.

11.10. 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.

11.11. 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.

- 11.12. 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.

12. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 12.1. 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.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. 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:

- 13.1. 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.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.

13.7. 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).

13.8. 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 is 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:

Stan Martin, 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 _____, 2017,

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

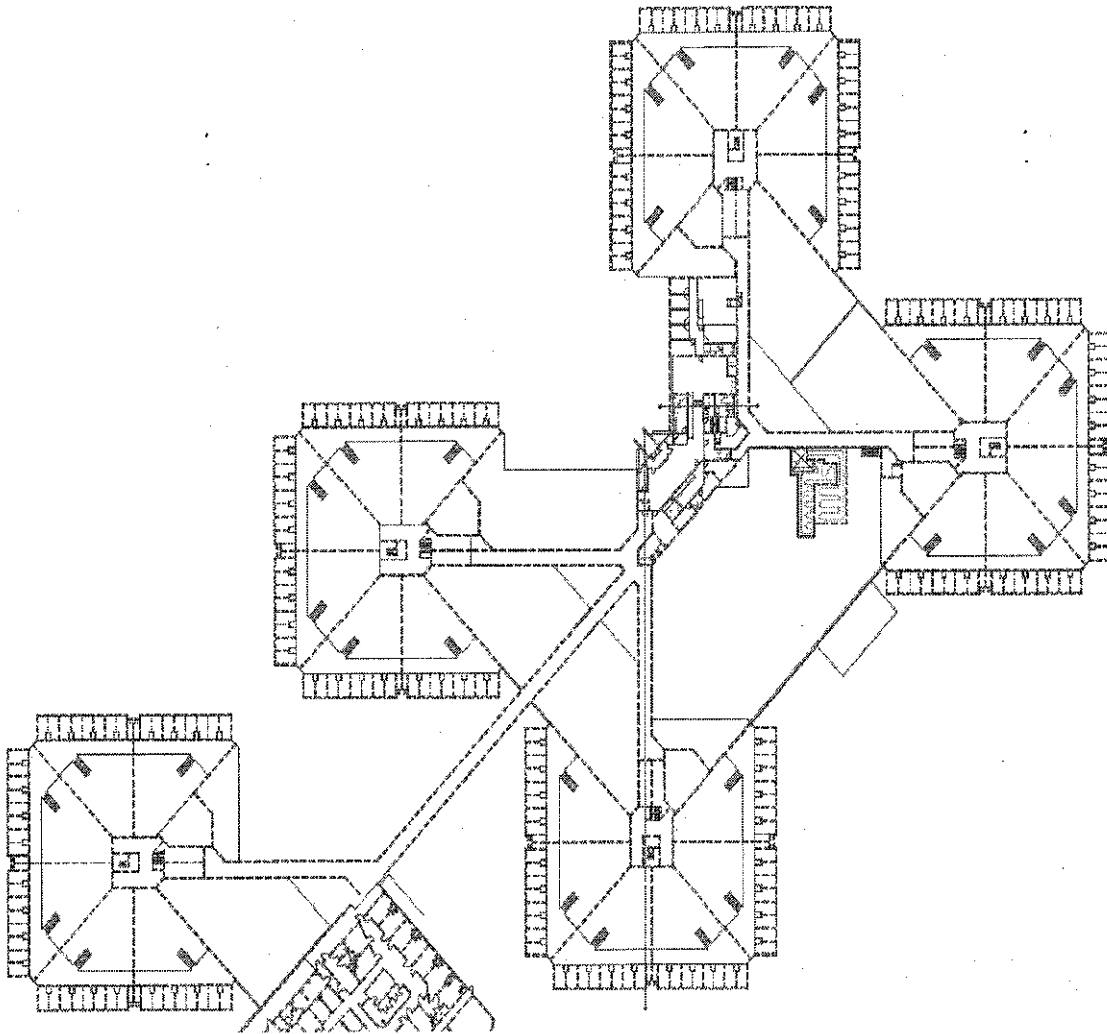
Name (Print or Type)

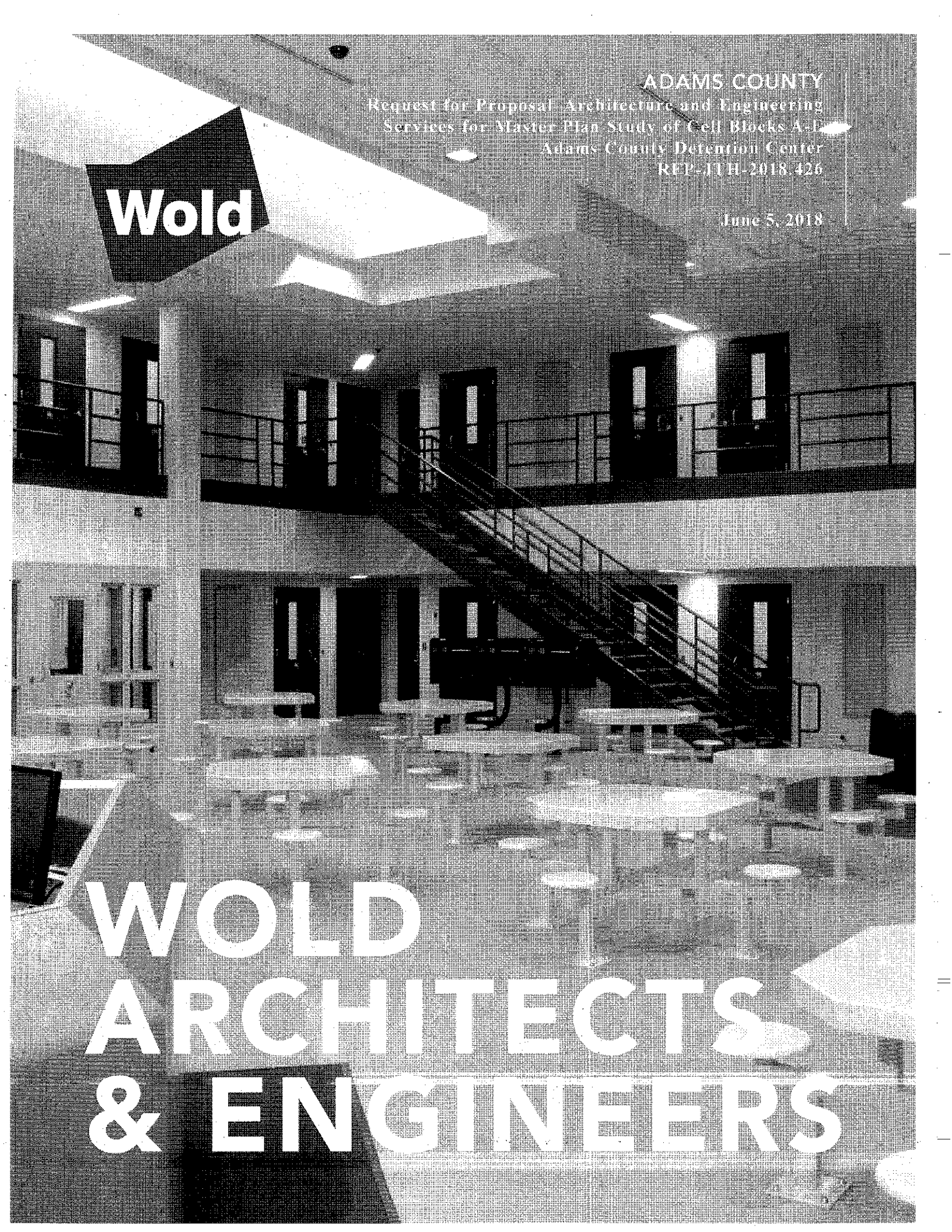
Title

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.

Appendix B
A/E Master Plan Study for Cell Blocks A-E





ADAMS COUNTY
Request for Proposal Architecture and Engineering
Services for Master Plan Study of Cell Blocks A-F
Adams County Detention Center
RFP-JTH-2018.426

June 5, 2018

Wold

**WOLD
ARCHITECTS
& ENGINEERS**



50 | 1968
YEARS | 2018

June 5, 2018

Adams County Government Center
Attn: Jen Tierney Hammer, Lead Contract Specialist
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

RE: Request for Proposal – Architecture and Engineering Services, JTH-2018.426

Dear Selection Committee,

Thank you for the opportunity to present our qualifications for A&E Pre-Design Services for cell improvements to the cell blocks within the jail. We are excited about the possibility of working together to achieve a successful project experience for all involved!

Our firm is dedicated to the design of county justice and detention facilities. We have worked with over 45 counties and believe we bring tremendous skill, familiarity and expertise to designing and implementing your remodel project.

The core belief of Wold's practice is to be a high-service oriented Architecture and Engineering firm which, via an engaging and collaborative process, provides our public sector clients with well-designed projects which enhance their operations. Our method to achieve this objective is to understand our clients anxieties and vital concerns at the inception and then apply creative solutions. Starting a project and developing its design with a complete understanding of the issues that Owners think will make or break the project allows our team to focus on those issues and then execute a solution which addresses and resolves them fully.


We gained insights into your project scope as we toured your jail facility. Our creative and expert team is prepared to assist with the full scope of work identified in the RFP including:

- Engaging stakeholders to ensure proper space and furniture planning
- Explore detention furniture layouts to create a safe jail cell
- Ensure appropriate spaces for inmates to encourage good behavior
- Maintain security and safety of staff/public/inmates during and after construction
- Achieve compliance with all applicable jail instructional construction standards, including Colorado Department of Corrections and ACA accreditations if required
- Create an accurate project budget to ensure investment of county resources represents the highest efficiency of cost vs. quality

We welcome the opportunity to share our process and ideas for your project in an interview setting.

Sincerely,

Wold Architects and Engineers


Job Gutierrez
Principal-in-Charge

Wold Architects and Engineers
1553 Platte Street, Suite 201
Denver, CO 80202
t 303 928 8800

**PLANNERS
ARCHITECTS
ENGINEERS**

TOC

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PROPOSED FEE	SEPARATE ENVELOPE
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GENERAL INFORMATION

+ HISTORY & BUSINESS PROFILE

+ BUSINESS ORGANIZATION

+ NAME(S) OF PRINCIPALS & OFFICERS

history & business profile

IN IT FOR THE LONG TERM

Wold Architects and Engineers takes pride in having worked with over 45 counties to provide planning and design services to help make justifiable and prudent long term decisions based on their long term interests. Our approach is to work to develop publicly defensible and implementable designs for jail facilities which support safe and efficient and effective jail operations today and are flexible to adapt and grow in the future.

wide range of implementable solutions

The following pages highlight many of the projects where the Wold team has helped to implement design solutions to jail facility needs. You will see that this sampling of projects were resolved by the wide spectrum of solutions—solutions based on the unique criteria and priorities of each client. Projects range from entirely new building layouts; phased additions and remodeling over time; to minor upgrades which delay or mitigate the need to invest in major facility expansions.

proven success with customized solutions

Our criteria based approach gains consensus on the facility needs, develops unique solution options which directly address those needs, and then compares and contrast how each option rates when judged by the criteria initially developed to allow options to rise to the top. At Wold, every facility challenge is met with a full range of opportunities that we address by exploring every possible solution to find what is best for each client.

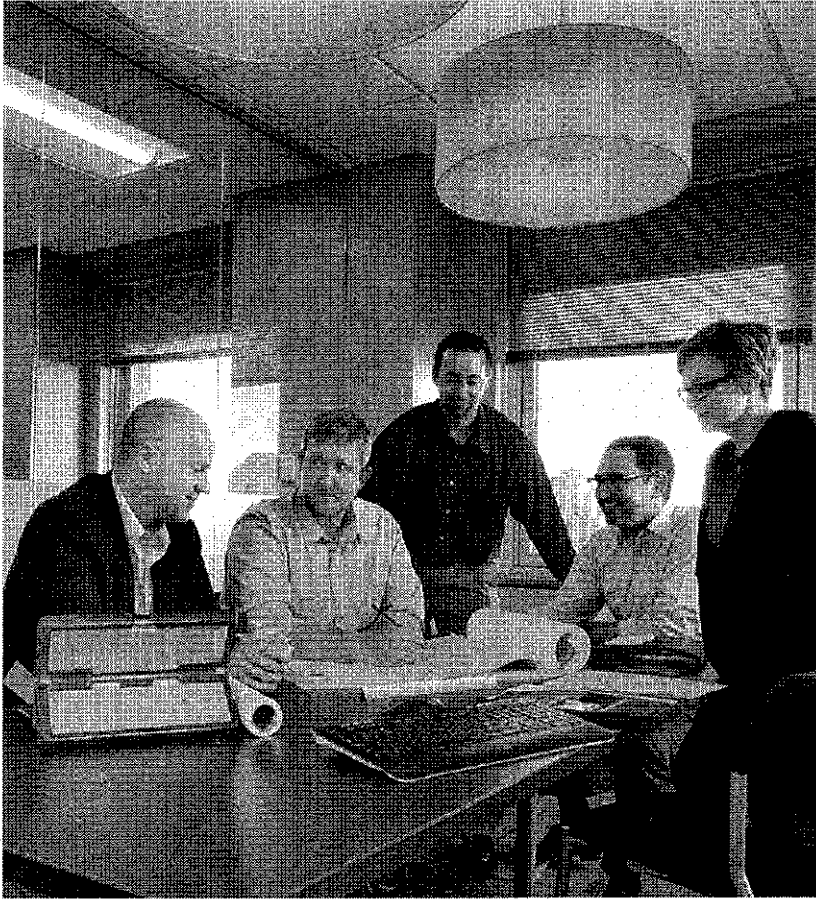
We understand that each of Colorado's counties perform the same state mandated functions, like detaining people in jail. However we also understand from our own experience, that every county is unique, has a different culture, geography, population, approach to law enforcement, etc. This has reinforced the need for us to adapt trends and facility plans for each county we work with

our measure of success

Wold will be successful if after you have occupied your renovated housing areas, all of the following are accomplished:

- Jail staff have ownership of the design and layout of the cells
- County Administration feels the project is a good and defensible use of tax payer funds
- The Sheriff and County Board are praised for that leadership

GENERAL INFORMATION



history & business profile

WOLD ARCHITECTS & ENGINEERS

services we offer | Long-Range Planning, Strategic Facility Planning, Pre-Design Program & Verification, Space Adequacy Evaluation, Site & Facility Analysis, Interior Design & Space Planning, Architectural Design, Contract Documents, Security Analysis, Color & Material Selection, Sustainable Design, Mechanical & Electrical Engineering, Cost Estimating & Management, Quality Review, Bidding & Contract Review, Best Value Procurement, Comprehensive Construction Administration, Project Close Out & Archiving, Continuous Post-Occupancy Follow-Through, Utility Tracking & Analysis

1553 Platte Street, Suite 201
Denver, Colorado 80202
t 303 928 8800 | f 303 928 8801
www.woldae.com

business organization |
Corporation

date established | 1968

established in colorado | 2002

ownership | Privately Owned

office location(s) | Colorado,
Illinois, Iowa, Minnesota

general description & history

With client service as a focus, we take a long-term posture of keeping our clients' interests as our goal. We believe our role is much more than just a facility designer. Because facility issues are ongoing, we offer our continuing support from initial space needs analysis through design & construction continuing through post-occupancy.

Our 200+ person, multi-disciplinary staff provides facility analysis, facility planning & programming, architectural design & specifications, mechanical & electrical design & specifications, space planning, interior design, cost estimating, and construction administration.

name(s) of principals & officers

Scott McQueen, CEO
Michael Cox, Vice President
Vaughn Dierks, Vice President
Joel Dunning, Vice President
Job Gutierrez, Vice President
Dan Kritta, Vice President
Roger Schroepfer, Vice President
Matt Mooney, COO
Steven Chhen, CFO

STATEMENT OF FINANCIAL STATUS

STATEMENT OF FINANCIAL STATUS

financial statement through fiscal year 2016/2017

Wold Architects and Engineers
would be happy to furnish a
financial statement through fiscal
year 2016/2017 upon Adams
County's additional request for
information.

Please contact the following
individuals for any questions
regarding financial capabilities or
firm stability:

Steven Chhen, CFO
Wold Architects, Inc.
651 227 7773

Jason Bakke, Partner
CliftonLarsonAllen LLP
612 376 4500

Tim Hughes, Sr. Vice President
Alliance Bank
651 229 0070

FIRM'S QUALIFICATIONS

+ QUALIFICATIONS SUMMARY

+ RELEVANT PROJECTS

+ LICENSURE & ACCREDITATIONS

+ PROPOSED PROJECT TEAM
& SUB-CONSULTANTS

+ MAIN CONTACT & RESUMES

+ CONFLICTS OF INTEREST

Summary of Qualifications:

In addition to the breakdown of the Fee Proposal, provide a summary of corporate and personnel experience as follows (*also provide qualifications summary for each Sub-Consultant*):

Business / Corporate Information:

Current Name of Firm: Wold Architects, Inc. Place of Incorporation: Colorado, Minnesota,
Iowa, Illinois
 Wold Architects and Engineers; Wold Ruck Pate; Horty
 Other Names / Previous Names: Elving Associates; Wold Association

Type of Business: Corporation Number of Years in Business: 50

Number of Employees: 218 Number of Local Employees: 15

Principals/ Countys: 33 VP/Directors: 6 Project Managers: 18

Architects: 142 Engineers: 51 Support Staff: 25

Project Information (through the past 5 years):

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

Total number of Projects: 2050

Total number of Detention/Jail Facilities or similar justice type projects: 30

Total number of Project with specific focus on Security: 20

Number of Projects for Governmental Agencies (State, County, Municipal): 508

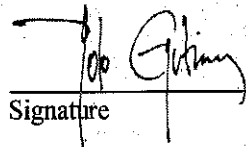
Value of Work Currently Under Contract: \$ 475,000,000

Number of Projects completed with prime Sub-consultant(s): 8
(for Subcontractors – indicate # of projects completed with the Design Lead)

Note: Adams County reserves the right to request validation or proof of any or all of the information described above or as 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.

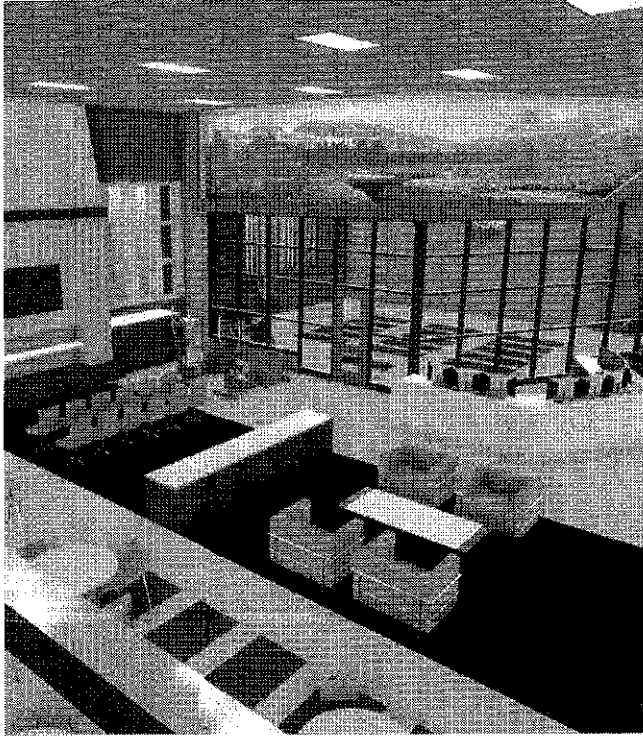
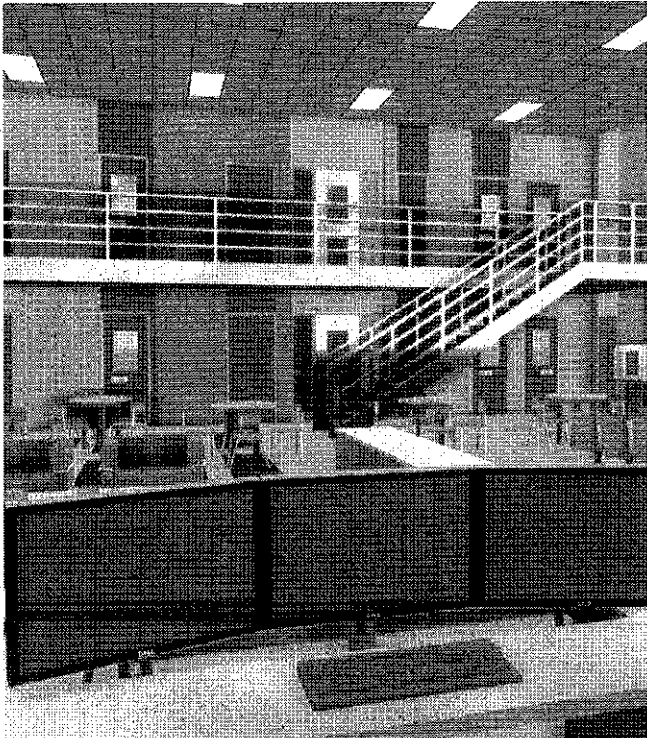
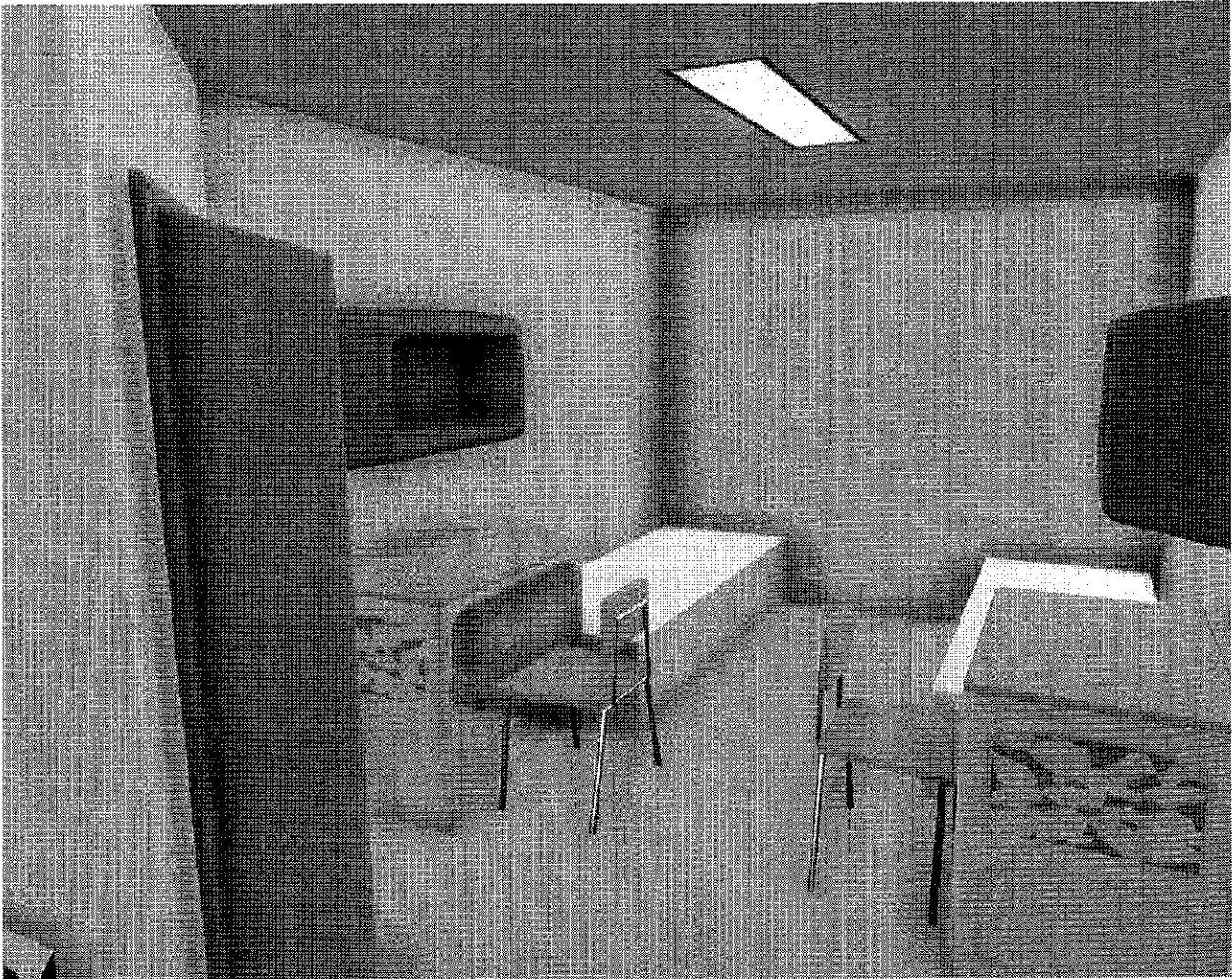
Verification of Qualifications Summary:

Job Gutierrez, Principal
 Name and Title (Printed)


 Signature

6/5/2018
 Date

FIRM'S QUALIFICATIONS



DENVER COUNTY JAIL BUILD-OUT

DENVER, CO

The City and County of Denver hired Wold to relocate female inmate cells to the unfinished sixth and seventh floor of their east housing building 24.

The design centers around rehabilitation for women whose crime is trauma-informed, utilizing softer elements in the environment to provide support and ideally reduce the risk of repeat offenders returning to jail.

The Denver Jail buildout revisits the role of the physical jail environment in creating a normative housing unit. The dayroom was humanized by using color and detention furniture that has a residential appearance. The dayroom has a feature wall meant to look like a hearth and a mural on the wall provides a sense of calm and a connection to nature. The dayroom also has communal features such as a laundry area, lounge, gaming and an indoor exercise space set up for activities such as yoga.

The design goal is to create a relaxed and normative environment. If the inmate is relaxed and able to communicate with staff, then staff are relaxed and can better react to an inmate's needs.

The jail cells and dayrooms utilized furniture solutions to make the cell area more residential and aesthetically pleasing. Tables have high-impact laminate tops which are more attractive than

the traditional stainless steel used in jails. Using laminate is also quieter and can be specified in colors to assist in creating a calmer environment.

The jail cells were designed with furniture solutions, doing away with bunks and providing individual beds and desk space for each inmate to allow for personalized areas within the cell and is ballasted and anchored to the floors and walls. The furniture is all designed with suicide prevention in mind to avoid ligature points.

Humanizing correctional facilities is all about:

- A reduction in recidivism
- Having a positive effect on the mentally ill
- Decreasing inmate violence
- Both inmates and staff feeling more relaxed to decrease tension
- Inmates feeling a broader connection to the outside world instead of a limited environment
- Retaining correctional officers and keep them more relaxed and secure

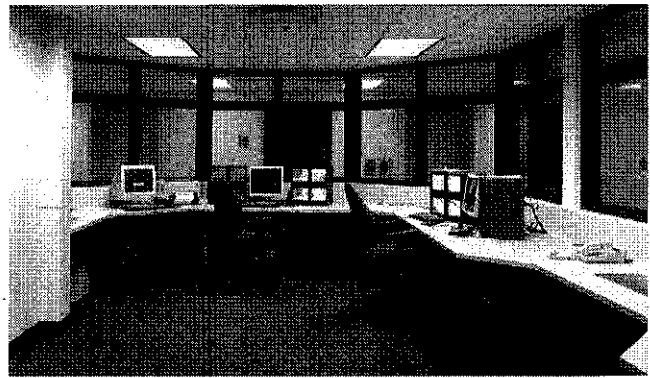
relevance to scope

- Renovations within an occupied jail
- New cell layouts to avoid bunking
- Furniture used in cells to produce a livable yet durable environment

reference(s) details

Mike Lopez, Project Manager
201 West Colfax Avenue, Dept 614
Denver, CO 80202
michael.a.lopez@denvergov.org
720 337 0094

FIRM'S QUALIFICATIONS



RAMSEY COUNTY JAIL/LEC

SAINT PAUL, MN

The Ramsey County Law Enforcement Center contains a jail, a pre-trial courtroom complex, an office headquarters for the Sheriff's administrative staff, and a peace officers' training center complete with firing range.

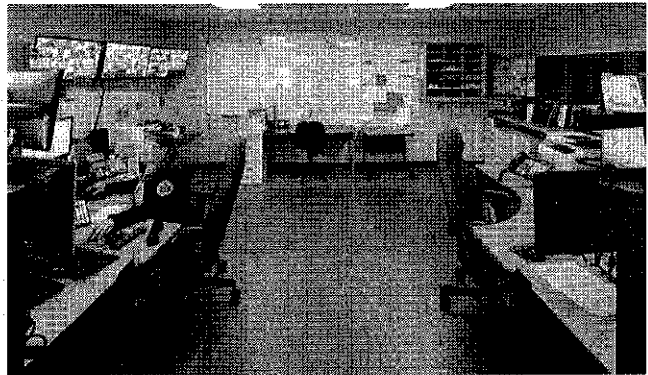
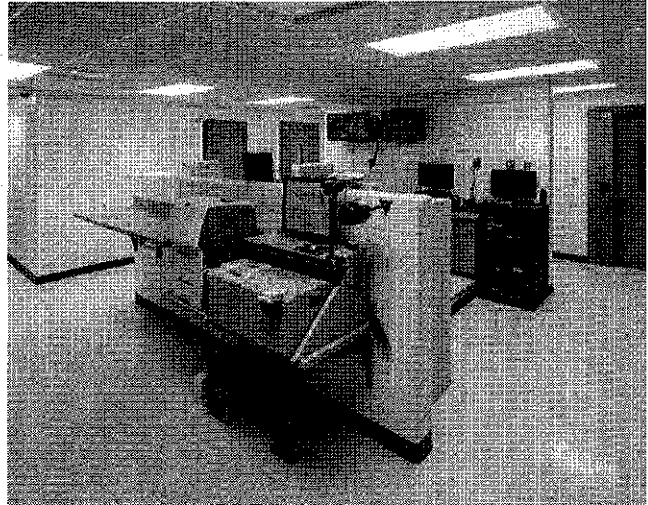
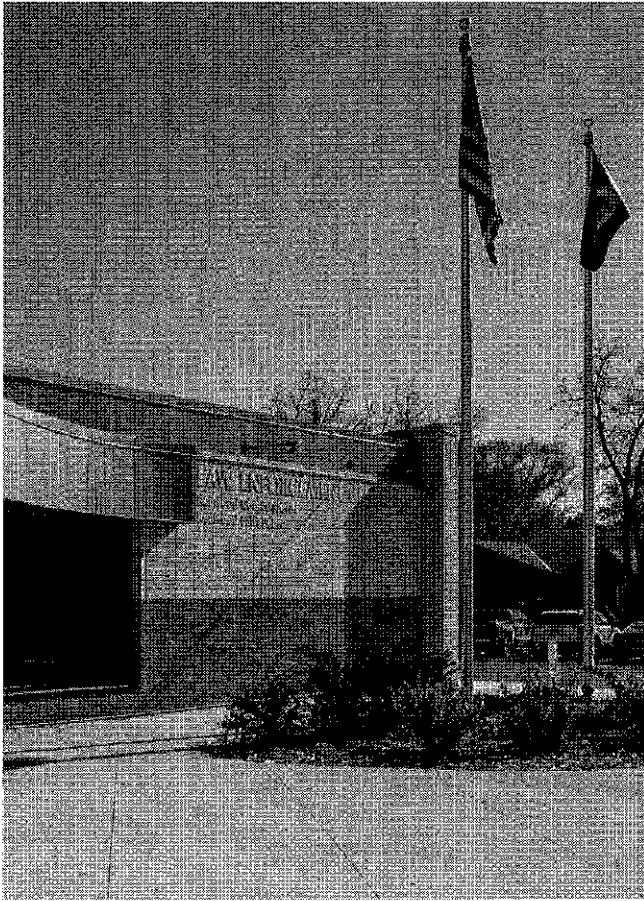
Housing pods were set up with indirect supervision and included video visitation system and unique furniture to create flexibility in the dayroom.

relevance to scope

- 478 new beds
- Holding cells
- Set up to address medical & mental health detainees

reference(s) details

Dan Winek, Property Management Director of Administration
402 University Building
St. Paul, MN 55130
dan.winek@co.ramsey.mn.us
651 266 2246



REDWOOD COUNTY JAIL REMODEL

REDWOOD FALLS, MN

As part of a three-phase effort to improve county facilities, this phase provides added space for the County Sheriff's department and improvements to their connected jail.

This project was constructed in phases that will allow for continued jail operations throughout construction.

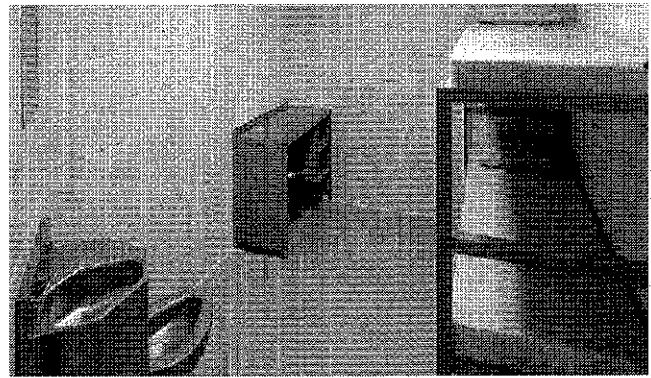
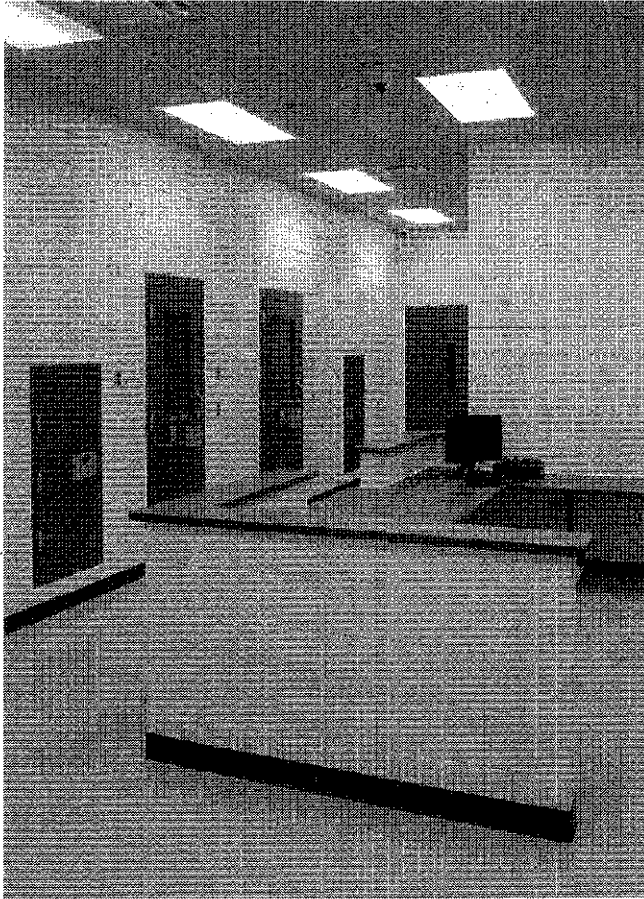
relevance to scope

- Renovated booking area with new holding cells
- Remodeling of existing spaces
- Designed to reduce staffing through improved operations
- Designed to humanize jail cells

reference(s) details

Kieth Muetzel, City Administrator
303 E 3rd St.
Redwood Falls, MN 56283
kmuetzel@ci.redwood-falls.mn.us
507 637 5755

FIRM'S QUALIFICATIONS



MCLEOD COUNTY LEC

GLENCOE, MN

The McLeod County Law Enforcement Center master plan prompted renovations that address space and safety deficiencies at the jail and adjacent courthouse.

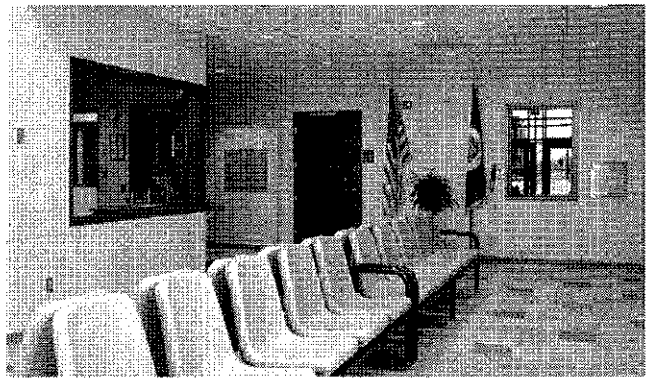
The design provides a private area to transfer those in custody to and from the courtrooms and judge chambers, while the jail expansion adds 18 beds to the facility and reevaluates space for the jail, providing more space for the existing program.

reference(s) details

Pat Melvin, County Administrator
830 11th Street E
Glencoe, MN 55336
pat.melvin@co.mcleod.mn.us
320 864 1324

relevance to scope

- New dayroom and cells in an existing facility
- Phased addition/remodel of an operational jail
- New video visitation system to reduce staffing



CROW WING COUNTY JAIL

BRAINERD, MN

The planning objectives of the jail were consolidation of all detention services into a single facility, adequate space with planned future expansion, implementation of a new jail management approach supported by the facility and all facility systems.

The Crow Wing County Jail was designed to facilitate efficient inmate movement while maximizing inmate security and minimizing staffing levels.

reference(s) details

Darnel Carlson, Assistant Jail Administration
313 Laurel St.
Brainerd, MN 56401
darnel.carlson@crowwing.us
218 822 7056

relevance to scope

- 286 new beds
- Natural light introduced to dayroom to humanize the jail environment

PROPOSED PROJECT TEAM & SUB-CONSULTANTS

ORGANIZATIONAL CHART

licensure & accreditations

Wold Architects and Engineers has Colorado professional licenses for all disciplines included within this proposal (Architectural, Interior Design, Mechanical, and Electrical).

committed team

Wold has assembled a team that is the best fit for Adam's County. Our skills, demonstrated in the resumes in the following section, are a perfect ensemble to address your needs and your vision.

availability statement

All team members are available to begin work on the project upon notification of our selection. Wold works diligently to manage our workload to the number of staff employed at any time. We understand that our workload needs to match our availability in order to provide our clients with exceptional service, quality, and experience.

ADAMS COUNTY

TEAM LEADERSHIP

Job Gutierrez | Principal-in-Charge
Roger Schroepfer | Jail Planner/Designer

WOLD PROJECT TEAM

Aimee LaLone | Project Manager
Joshua Thomas (JT) | Project Coordinator
Matt Verdun | Mechanical Engineer
Brad Johannsen | Electrical Engineer
Lynae Schoen | Interior Designer

Plus Additional Support from Wold's 200+ In-House Staff

EXPERT CONSULTANTS

Doug Loeffler, Loeffler Construction & Consulting | Cost Estimating

Wold Staff Counts	NAT'L	CO	Wold Staff Counts (cont.)	NAT'L	CO
Registered Architects	39	5	Registered Engineers	12	0
Graduate Architects	76	9	Graduate Engineers	39	1
Interior Designers	7	0	Administrative Support	27	0
			Total	218	15

JOB GUTIERREZ

PRINCIPAL-IN-CHARGE, AIA, LEED AP BD+C

responsibilities

As Principal-in-Charge, Job will be responsible for governmental facility planning and design of major projects. He has a great depth of experience in renovated facility design and new facility planning. Job has special expertise in finding simple solutions to complex facility problems. Job brings more than 15 years of public sector experience to the team and will provide an excellence in leadership and professional service through his passion for your success.



main contact

1153 Platte Street, Suite 201
Denver, Colorado 80202
p 303 928 8800 | f 303 928 8801
jgutierrez@woldae.com

education

Monterrey Tech | Bachelor of Architecture

professional licensing

Colorado License | 402410
States | CO, MN

present assignments & workload

City & County of Denver Jail Buildout | CA
Elbert County Space Needs Assessment | Study

client reference(s)

Carl Simpson, Teller 911
Authority CEO
El Paso
719 785 1900

Michael Lopez, Project Manager
Denver County Jail
719 369 8650

Pat Firman, Denver Sheriff
Denver County Jail
720 337 0094

selected project history

City & County of Denver, CO

Jail Buildout And Renovation
Existing 911 Facility Analysis
Supporting Documents for Facility
Relocation

El Paso County

Existing Facility Assessment
Long-Range Facility Planning
911/Evidence Consolidation

City of Greeley

Jesus Rodarte Cultural Center

Ramsey County

New Jail/LEC

Jeffco Public Schools

Chatfield HS Exterior
Improvements, Jefferson
HS Wrestling/Weight Room
Remodel, Westgate ES
Renovation

Boulder Valley School District

Broomfield Heights
Improvements & Innovation
Remodel, Community
Montessori Improvements

FIRM'S QUALIFICATIONS

ROGER SCHROEPFER

JAIL PLANNER/DESIGNER, AIA, LEED AP BD+C, NENA 911

responsibilities

During his time with Wold, Roger has become an expert in the field of municipal and governmental design, leading many of Wold's most successful city and county projects to completion. As your Jail Planner/Designer, Roger will serve as the overseer of Wold's resources and staff, while simultaneously infusing the team dedicated to your project with the collective insight, wisdom and enthusiasm for public sector design that comes with his experience.



main contact

1153 Platte Street, Suite 201
Denver, Colorado 80202
p 303 928 8800 | f 303 928 8801
rschroepfer@woldae.com

education

University of Minnesota | Bachelor of Architecture

professional licensing

Colorado License | 00404946
States | CO, IA, IL, MI, NE, OK

present assignments & workload

City & County of Denver Jail Buildout | CA
McHenry County Health Department Remodel | SD
JeffCom 911 | Closeout
Elbert County Space Needs Assessment | Study

client reference(s)

Jeff Streeter, Executive Director
JeffCom 911
303 472 4180

Tom Templeton, Sheriff
LaSalle County
815 433 2161

selected project history

City & County of Denver
Jail Buildout And Renovation

El Paso County
Law Enforcement Facility Study

Jefferson County
JeffCom 911 Dispatch

LaSalle County
New Jail & Courtroom Remodel
Sheriff Office Renovation
911/Dispatch Remodel

IDOC
IYC Kewanee, FCI Waseca,
Statewide Correctional Center

Berrien County
Jail Needs Assessment

Carver County
New Jail

Piatt County
New Jail

Lake County
Security Electronics &
Replacements

Ramsey County
New Jail

Pat Firman, Denver Sheriff
Denver County Jail
720 337 0094

AIMEE LALONE

PROJECT MANAGER, AIA, LEED AP BD+C

responsibilities

As Project Manager, she will coordinate all of the communication between disciplines and work with the team to develop options, analyze impacts, and keep a constant eye on the budget and schedule to ensure that your expectations are understood and surpassed.



education

University of Minnesota |
Master of Architecture
St. John's College | Bachelor
of Arts

professional licensing

Colorado License | 00402379
States | CO, MN

client reference(s)

Cyndi Wright, Director of
Facilities
Sheridan School District
719 580 9577

selected project history

City & County of Denver
Jail Buildout and Renovation
Existing 911 Facility Analysis
Supporting Documents for
Facility Relocation

**El Paso County / City of
Colorado Springs**
Regional Law Enforcement Center
Communications and Evidence
Facility Space Needs Study

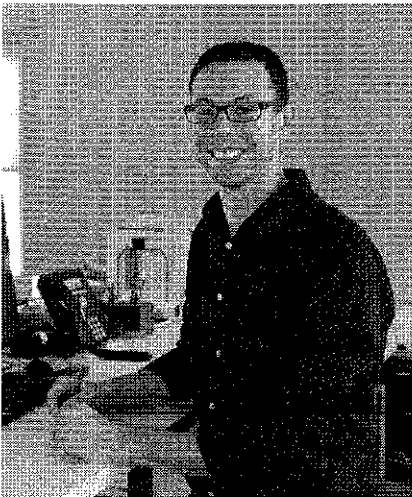
Jefferson County
JeffCom 911 Space Needs Study,
Call Center, and Office Reno

JOSHUA THOMAS (JT)

PROJECT COORDINATOR

responsibilities

Joshua is experienced in every aspect of project planning and implementation; having been involved with everything from leading User Group meetings with staff, to coordinating the consultant team during design, to overseeing construction administration activities.



education

Kent State University | BS,
Architecture
**Cleveland Urban Design
Collaborative, Kent State** |
Masters of Architecture
Masters in Urban Design

professional licensing

N/A
client reference(s)
Woody Bates, Facilities Director
Summit County School District
970 368 1052

selected project history

City & County of Denver
Jail Buildout and Renovation

Summit School District
Summit MS Addition and
Renovation
Breckenridge ES Remodel
Friscoe ES Remodel
Silverthorne ES Remodel
Summit Cover ES Remodel

Boulder Valley School District
Broomfield Heights Improvements
& Innovation Remodel

FIRM'S QUALIFICATIONS

MATT VERDUN

MECHANICAL ENGINEER, PE, LEED AP

responsibilities

As Mechanical Engineer, Matt will work closely with our in-house and out-house consultants to ensure the county's goals are achieved. Matt applies Wold's culture of responsiveness and communication to the engineering process to elevate our commitment to the client's experience.



education

Northern Illinois University |
BS, Mechanical Engineering

professional licensing

Colorado License | 0051703
States | CO, IL, IA, WI, MI,
MN,

client reference(s)

Tammy Speidel, Director of
Facility and Support Services
Scott County, IA
563 328 3241

selected project history

City & County of Denver
Jail Buildout and Renovation

Crow Wing County
New Jail

Scott County, IA
Juvenile Detention Remodel

McHenry County
Jail Electronics and System
Security Upgrades

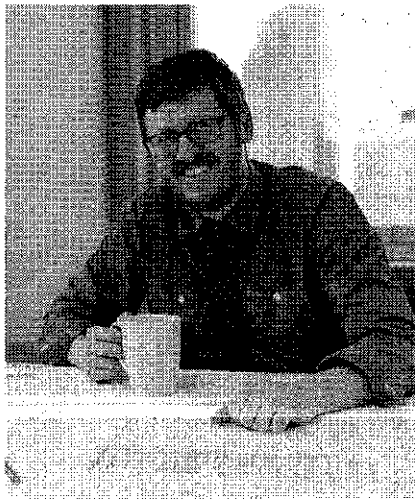
LaSalle County
Cell Block RTU Replacement

BRAD JOHANNSEN

ELECTRICAL ENGINEER, PE, LEED AP

responsibilities

Brad will work with Adams County throughout the assessment process. He ensures quality throughout all phases of the study and project and guarantees uninterrupted service delivery for the life of the facility through efficient and reliable power systems.



education

University of Iowa | BS,
Electrical Engineering

professional licensing

Colorado License | 0047293
States | CO, IL, IN, IA, KS,
MI, MN, ND, OH, OK, WI,
SD

client reference(s)

Joe Lexa, Dakota County
Capital Management
651 438 4566

selected project history

Dakota County
Justice Center Additions and
Renovations

Anoka County
Courthouse and Jail Renovations

Todd County
Jail Renovations and Security
Integration Upgrades*

Hennepin County
New 911 Center

**denotes experience with other firm*

LYNAE SCHOEN

INTERIOR DESIGNER, IIDA, LEED AP BD+C

responsibilities

Lynae works to define clients' needs through planning with functional relationships as a guide. Her interior design background provides a strong basis for the planning, selection, and installation of interior environments. Lynae will be responsible for documenting current, future, and desired interior needs.



education

North Dakota State University
| BS, Interior Design

client reference(s)

Dave Lee, Carlton County
Director of Public Health &
Human Services
218 879 4511

selected project history

City & County of Denver
Jail Buildout and Renovation

Crow Wing County
New Jail, Community Services
Building, Courts Addition and
Renovation, Judicial Center, Law
Enforcement Center Remodel

Washington County
2025 Campus Plan, Courts
Addition and Renovations,
County-wide Master Plan

DOUG LOEFFLER

COST ESTIMATOR, LOEFFLER CONSTRUCTION & CONSULTING

loeffler construction & consulting

Doug remains in our projects from start to finish, adding a crucial balance ensuring that creative design solutions remain within the client's budget. With decades of successful projects completed, his passion guides each and every project to exceed expectations.



education

Bemidji State University |
BS, Industrial Technology –
Construction Management

responsibilities

As President and co-owner of Loeffler Construction & Consulting, Doug Loeffler leads and delivers our pre-construction and construction services. Doug's integrity and passion for quality construction are second to none and serve as the cornerstone to what the company was built around. With over 25 years of commercial construction experience, Wold relies on him even when a CM is contractually responsible for cost estimating.

CONFLICTS OF INTEREST

potential conflicts

Wold Architects and Engineers has no financial interest or fiduciary relationship to other firms/vendors/contractors who are or will be providing services or products in the design & construction of the facility.

SCOPE OF SERVICES

+ OUTLINE OF WORK PLAN

+ STAFFING PLAN

+ INCLUDED SERVICES

+ TIMELINE & BUDGET

OUTLINE OF WORK PLAN

TOTAL PROJECT MANAGEMENT APPROACH

We know that successful project management involves more than just pretty design – it needs to focus on the issues that matter to you as an owner, the users of the building, and the community at large. We've built our entire process around this idea, and refer to our approach as total project management. What this means is that we start our projects with clear communication of your expectations, vision and scope for what the project should include.

Our planning process solicits broad-based input on relationships, goals, and needs from stakeholders in the project itself. We meet individually with specific users of the spaces we are designing to determine specifics and details required to ensure their satisfaction.

We proactively manage costs and schedule to ensure a project that is on time and on budget. We focus on quality, both in our design and in our design documents to ensure the product you are receiving exceeds your expectations.

We know that project success is determined by all these factors, and our relationship with you is directly related to our commitment and ability to deliver on these. The following pages provide more detail about these concepts that we bring as a team to anything we will do together.

understand your goals and objectives

We have found that the best way to determine a county's needs, goals and expectations is to ask questions, and most importantly listen to the answers.

successful team and project management

Wold has a proven process for managing projects successfully from schematic design to occupancy. It includes strong communication with the client and dedicated commitment to all aspects of a project.

collaborative problem solving approach

The best outcomes are never determined or developed by one person. It is a collaborative effort between all members of the team, including designers, construction managers, and most importantly yourself. We approach all work as a dialogue and discussion with the team, and work to develop solutions and ideas that are a result of those sessions.

achieve ownership at all levels

We stand behind our planning process that encourages counties to achieve ownership of a project.

maintain long-term planning goals

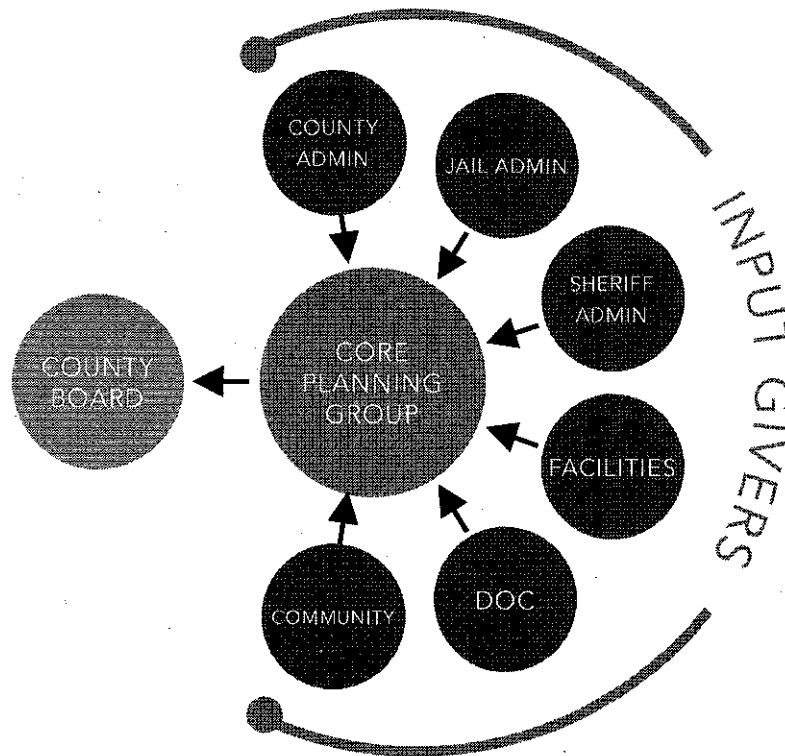
No project is ever an isolated event. We will work with you to understand not only the current effort, but also what your long-term goals are to develop long range plans that don't limit your options. Flexibility and adaptability are the foundations of any solid master plan, and our approach keeps this idea relevant from the beginning.

monitor budget and schedule constantly

Wold's public sector experience causes us to exert an extra effort when estimating projects. We know that public sector clients work with a fixed budget. We have established successful methodologies to provide us with important information which helps in preparation of the initial budget and a process for successful cost control.

OUTLINE OF WORK PLAN

QUALITY DOCUMENTS



participatory planning

The Wold team believes that successful facility studies are those that include a great deal of participation that engages building users, staff, and the community. Wold has developed a “Participatory Planning Process” to make this programming effort come to life. We understand the importance of giving staff a voice. We will continue to ask questions while we start to understand the functional and operational relationships of all programmatic areas. Facility planning is an interactive process. Each participant’s specific needs and objectives must be understood and every attempt must be made to meet those needs and objectives. We understand how to bring groups together and gain consensus.

user group input

The user input phase of the planning is vital to gaining critical information necessary to coordinate all details for each individual cell or dayroom being planned. The input is necessary to gain ownership on decisions.

The user group documents are created to make sure nothing is forgotten and the entire team has all the information to be included in the bid documents. It truly becomes a graphic representation of what the end user will get in the final built product.

quality processes

As architects and engineers, our reputation is on the line with every project and for each component of every study or project. As a result, we have developed a process that addresses quality management. Quality control is an important aspect of a design project especially when attempting to coordinate the work of multiple disciplines while incorporating the owners needs. The first step to maintaining quality control is to dedicated experienced staff to the task at hand and who will maintain contact throughout this entire study. This provides consistency for the entire team and owner as the project moves from early investigations through to coordination mock ups. The project manager has control of all necessary resources for the highest level of quality management.

OUTLINE OF WORK PLAN

ROAD MAP TO FINDING THE RIGHT SOLUTION

task 1

SET GOALS
& OBJECTIVES

task 2

GATHER & CONFIRM DATA

task 3

DEVELOP FACTS /
AGREED UPON NEEDS

task 4

COMPARE AGAINST
BUILDING PROTOTYPES
& TOURS

task 5

OPTIONS DEVELOPMENT

a b c d

task 6

ANALYZE IMPACTS, COSTING,
ADVANTAGES & DISADVANTAGES

task 7

SUMMARIZE FINDINGS

task 8

PRESENTATIONS

task 1 | set goals & objectives

Begin collaboration discussion with county leadership regarding expectations, goals, past findings, political issues, etc. to establish clear understanding and open, clear lines of communication.

We emphasize user and owner participation throughout the entire process to ensure a partnership, ensuring that design solutions are based truly on the needs of the owner and users. Issues and special circumstances impacting both the owner and users would be addressed and resolved to the mutual satisfaction of both.

task 2 | gather & confirm data

Assemble pre-existing data on building floor plans, building usage, and utility data. Through site visits we will document existing conditions and conduct stakeholder interviews.

These interviews will be conducted to gather necessary design information and identify safety and litigious concerns. To determine future space needs, inmate population information, review incident reports and maintenance records.

task 3 | develop facts / agreed upon needs

Identify jail housing trends, facility opportunities, jail needs, technological innovation, financial or political scenarios which will require a facility response.

A cornerstone to Wold's success has been a commitment to addressing constantly changing technologies and evolving operational models. Consequently, the staff remains cognizant of the many special requirements imposed by accreditation agencies and the continually transforming federal regulatory requirements regarding health and safety. Wold is also aware of the critical importance of mechanical and plumbing design in the modern jail facility. At the heart of successful jail design is careful consideration to the planning of features.

Significant on-site work by the team will facilitate users' response with access to the jail environment. The responses of the staff can be comprehensive and being on-site allows the consultant team to identify true needs to ensure a safe and humanized environment. This also allows us to gain quick responses for preliminary findings.

Validation interviews and work sessions are important for the client, its staff, and our team. Following the first of work sessions, we will present our preliminary findings. This provides the team with the opportunity to share new ideas and concepts and will ultimately reveal the direction of the study. The validation process also aids in the understanding of vital project information, leading to confident decision-making. Once this process has been completed, the basis for initial and future space needs, demands on infrastructure, along with the operational requirements and furniture solutions will allow for reasonable project costing.

task 4 | compare against building prototypes & tours

As you consider facility and furniture options, it is imperative that you be exposed to all relevant/potential trends affecting jails across the country and world. Tours of similar facilities have proven to be beneficial. Much can be learned regarding the needs and desires of a staff while touring recently completed facilities and dialoguing with peers. Wold realizes there are a number of issues in common for jail facilities across North America and that each agency and its facility needs are unique. Each agency has specific requirements and constraints that relate directly to its operational structure and objectives.

task 5 | options development

Without predetermining a solution for your project, Wold illustrates key concepts and details to clients. Experience has shown that the client often has difficulty visualizing the physical requirements. We will therefore utilize 3D modeling and a virtual fly through to assist in visualizing optional solutions. It is also possible to coordinate a mock up of the desired solution within one jail cell to ensure the solution is perfected.

task 6 | analyze impacts, costing, advantages & disadvantages

The Wold team and county will collaborate on real and perceived advantages and disadvantages to each facility and furniture response. Budget management & value engineering are ongoing tasks. Early planning for public facilities sets the framework for future costs. Eighty percent of the cost for a project is determined by the first 20% of the decisions. Because of public funding, it is imperative to use quality estimating from start to finish to ensure cost control and our clients' success. Consulting cost estimators, trend analysis, and internal cost estimators create an effective cost-benefit analysis starting with this study phase.

task 7 | summarize findings

Summarize and simplify findings into concise, legible reports to allow for easy understanding of facts. Review with decision makers for suitability and context.

task 8 | presentations

Our team will prepare presentation material(s) for various report needs including stockholders, facilities, and the county commissioners. Upon further input and confirmation, a final report would be drafted to reflect discussions and conclusions.

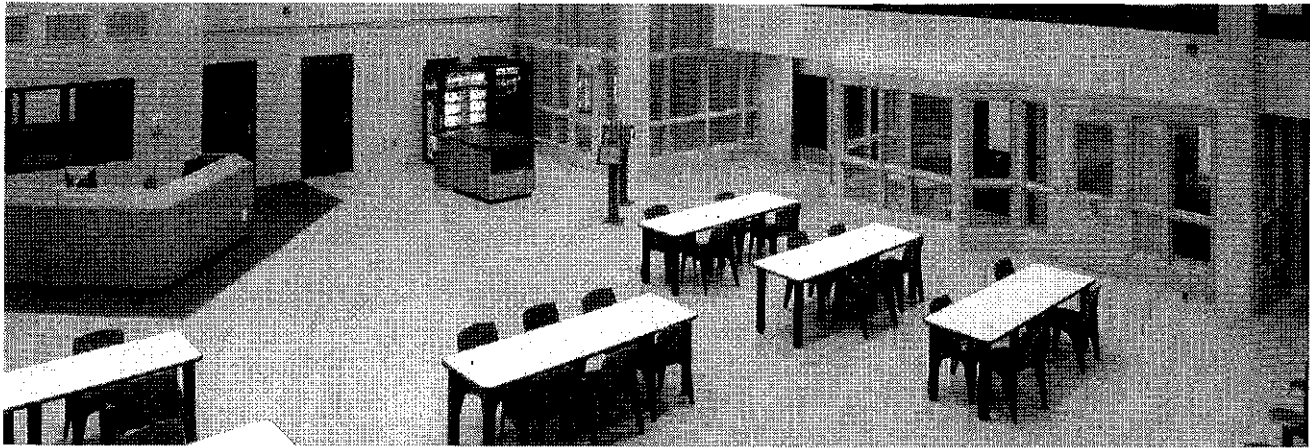
anticipated staffing

While every team member has their specialty, we do not believe in handing off projects. Each team member will remain connected and accountable throughout the study. To the right is a matrix showing our anticipated staffing measures, divided by groups of tasks and team members. Involvement per task is indicated by High, Medium, or Low.

	job	roger	aimee	joshua	matt brad lynae
tasks 1 - 2	High	High	Med	Low	Med
tasks 3 - 4	Med	High	Med	Med	Med
tasks 5 - 6	Low	High	High	Med	High
tasks 7 - 8	High	High	Med	Low	Low

GENERAL ITEMS

+ CLARIFICATIONS ON SCOPE OF SERVICES



DESIGN PROCESS

FOR JAIL FACILITIES

Wold's extensive experience planning, designing and implementing county jail projects has been structured around the concept of making the most secure, staff efficient and lowest operational cost facilities we can for our clients. With thousands of jail beds having been designed, we know what's important to consider for long term viability of a jail. The following planning principles are important background for the updating of your cell blocks:

safety and security for staff and detainees

- Provide an environment that discourages acting out while providing security for the worst case scenario
- Humanization of cells and housing units
- Good sight lines for staff supervision
- Multiple housing units with flexibility for classification

interaction between staff and detainees

- Minimize physical barriers to improve communication, control, and safety
- Ability to isolate units

efficiency

- Staff posts that are carefully defined to maximize staff flexibility
- Maximize back-up staff support by utilizing good sight lines
- Good transition spaces of adequate size, supervision, and visibility
- Simplicity and ease of management
- Appropriate spaces and materials to support the jail program
- Visibility that enables efficient supervision

program opportunities

- Mental stimulation in all areas supported by the environments
- Controlled access to assure the security of staff and detainees

operations-driven

- Understand operations and input of staff
- Design to fit operation of facility
- Minimize disruption during construction
- Flexibility to accommodate ever-changing needs
- Testing of design against operations
- Maximize staff efficiency

durability

- Materials that can withstand 24-hour use
- Flexibility in space definition and use
- Cleanable
- Abuse resistant
- Accessible for maintenance

CONSTRUCTION DISRUPTION AVOIDANCE

PROJECT CHALLENGES OF JAIL RENOVATIONS



We understand that maintaining a working jail during construction is a central criterion for this project. The purpose of developing a disruption avoidance work plan is to have a detailed program for the remodeling of the existing Adams County Jail. It is Wold's intention to establish a phasing plan which minimizes interruptions to the day-to-day operations of the facility for both staff and the public during construction. Furthermore, in the event of an emergency, this plan will serve as a vehicle in which critical decision can be made and information distributed. The plan will be developed by the Wold team with information provided by Adams County staff and vendors.

REQUIRED FORMS

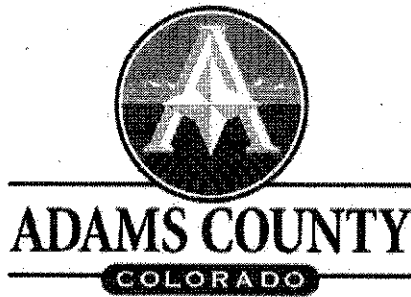
+ SUBMISSION CHECKLIST

+ CERTIFICATION OF COMPLIANCE

+ CONTRACTOR'S STATEMENT

+ REFERENCE FORM

+ TERM OF ACCEPTANCE FORM



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

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

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

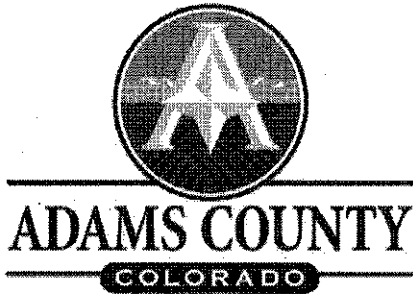
Mailing Address:

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

Hand Deliveries accepted:

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

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



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

REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

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

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): 1

Wold Architects & Engineers

6/5/2018

Contractor Name

Date


Signature

Job Gutierrez
Printed Name

Principal-in-Charge
Title

1553 Platte Street, Suite 201
Address

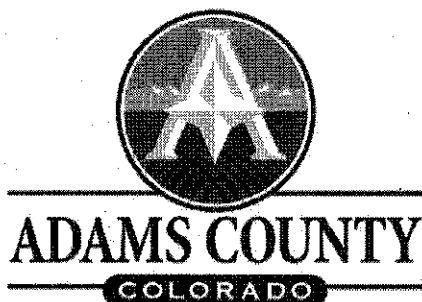
Denver, CO 80202
City, State, Zip Code

City & County of Denver
County

303 928 8800
Telephone

303 928 8801
Fax

jgutierrez@woldae.com
Email

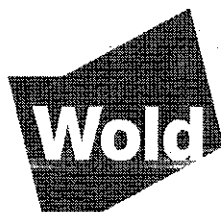


Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL REFERENCE FORM

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

Company Name	<u>City and County of Denver</u>
Address	<u>201 West Colfax Avenue, Dept 614, Denver, CO 80202</u>
Reference Name	<u>Mike Lopez, Project Manager</u>
Reference Email Address	<u>michael.a.lopez@denvergov.org</u>
Telephone Number	<u>719 369 8650</u>
Project Name	<u>Denver County Jail Female Housing Build-out Bldg 24</u>
Value	<u>\$ 5,400,000</u>
Company Name	<u>JeffCom 911</u>
Address	<u>433 S. Allison Pkwy, Lakewood, CO 80226</u>
Reference Name	<u>Jeff Streeter, Executive Director</u>
Reference Email Address	<u>jeff.streeter@jeffcom911.org</u>
Telephone Number	<u>303 472 4130</u>
Project Name	<u>JeffCom Study and Renovation/Build-out</u>
Value	<u>\$ 1,450,000</u>
Company Name	<u>County of El Paso and City of Colorado Springs</u>
Address	<u>27 E Vermijo Avenue, Colorado Springs, CO 80903</u>
Reference Name	<u>Brad Shannon, Bureau Chief</u>
Reference Email Address	<u>bradshannon@elpasoco.com</u>
Telephone Number	<u>719 520 7100</u>
Project Name	<u>Regional Law Enforcement Center Study (Crime Lab & Evidence Storage)</u>
Value	<u>\$ Est. \$30,000,000</u>



colorado | minnesota | illinois

Jen Tierney

From: Mark McDonald
Sent: Wednesday, June 27, 2018 11:06 AM
To: Jen Tierney
Subject: RE: Scour Critical and Structural Rehab Project-Riverdale Road over Todd Creek

Hi Jen. Has Rene followed up with you yet about the Riverdale Rd project retainage? He was reviewing and approving the pay applications prepared by our inspectors. I have not been directly involved in that part. His is out at the moment, so I have not been able to ask him about the retainage paperwork/process and what I can do to assist.



Mark McDonald, P.E., S.E.

Senior Bridge Engineer, *Public Works*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000B

Brighton, CO 80601

o: 720.523.6809 | mmcdonald@adcogov.org | www.adcogov.org

From: Jen Tierney
Sent: Monday, June 25, 2018 8:56 AM
To: Rene Valdez; Mark McDonald
Subject: FW: Scour Critical and Structural Rehab Project-Riverdale Road over Todd Creek

Please advise

From: Jen Tierney
Sent: Monday, June 18, 2018 6:47 AM
To: Rene Valdez; Mark McDonald
Subject: Scour Critical and Structural Rehab Project-Riverdale Road over Todd Creek

Good Morning,

The above mentioned project has been advertised and the retainage can be released. Please forward the invoice over to me for payment when you have it.

Thank you!



Jennifer Tierney Hammer

Lead Contract Specialist, *Finance Department*

4430 South Adams County Parkway, Suite C4000A

Brighton, CO 80601-1234

720.523.6049 | jtierney@adcogov.org

adcogov.org