

**ADAMS COUNTY  
MASTER PROFESSIONAL SERVICE AGREEMENT  
ON-CALL GENERAL ARCHITECTURE SERVICES**

THIS AGREEMENT ("Agreement") is made this 14 day of May, 2019, 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 and Engineers located at 1553 Platte Street, Suite 201, Denver, Colorado 80202, hereinafter referred to as the "Consultant." The County and the Consultant may be collectively referred to herein as the "Parties."

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

**1. SERVICES OF THE CONSULTANT:**

1.1. All work shall be in accordance with the attached RFP 2019.306 and the Consultant's response to the RFP 2019.306 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 Consultant) to be performed by the Consultant. If the County requests such additional services, the Consultant 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 Consultant 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 Consultant to enable the Consultant's performance under this Agreement.

**3. TERM:**

3.1. Term of Agreement: The Term of this Agreement shall be for three (3) years for the date of execution, unless terminated as specified elsewhere herein.

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 Consultant.

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

those services, on a per task order basis based on the hourly rates attached as Exhibit B in this agreement.

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 CONSULTANT:** In providing services under this Agreement, the Consultant acts as an independent Consultant and not as an employee of the County. The Consultant shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and Subconsultants during the term and performance of this Agreement. No employee, agent, servant, or Subconsultant of the Consultant 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 Consultant, 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 Consultant understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Consultant 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 Consultant's performance or failure to perform pursuant to the terms of this Agreement or as a result of any Subconsultants' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Consultant 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 Claim: \$2,000,000

8.4.2. This insurance requirement applies only to the Consultants 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 Consultant'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 Consultant.

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 Consultant.

8.6. **Licensed Insurers:** All insurers of the Consultant must be licensed or approved to do business in the State of Colorado. Upon failure of the Consultant 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 Consultant in obtaining and/or maintaining any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant 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 Consultant 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 Consultant 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, Consultant shall be liable to County for all damages to the extent directly by the breach, including but not limited to, all reasonable attorney fees, costs and other damages.

## **10. WARRANTY:**

10.1. The Consultant 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 Consultant further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Consultant to warrant the finished product after completion date. Should the Consultant fail to proceed promptly in accordance with this guarantee, the County may have such work performed by another Consultant. This section does not relieve the Consultant from liability for defects that become known after one year.

## **11. TERMINATION:**

11.1. For Cause: If, through any cause, the Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Consultant 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 Consultant 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 Consultant 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 Consultant was to perform under this Agreement, less payments previously made to the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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

- 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 Consultant to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Consultant 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 Consultant.

### **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 Consultant shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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

- 14.3. The Consultant shall not enter into a contract with a Subconsultant that fails to certify to the Consultant that the Subconsultant 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 Consultant 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 Consultant 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 Consultant obtains actual knowledge that a Subconsultant performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall: notify the Subconsultant and the County within three (3) days that the Consultant has actual knowledge that the Subconsultant is employing or contracting with an illegal alien; and terminate the subcontract with the Subconsultant if within three days of receiving the notice required pursuant to the previous paragraph, the Subconsultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the Subconsultant if during such three (3) days the Subconsultant provides information to establish that the Subconsultant has not knowingly employed or contracted with an illegal alien.
- 14.7. Consultant 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 Consultant violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Consultant 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:

County Manager

[Signature]  
Raymond H. Gonzales

5.14.2019  
Date

Wold Architects & Engineers.

[Signature]  
Signature

May 7, 2019  
Date

JOE GUTIERREZ  
Printed Name

PRINCIPAL  
Title

Attest:

Josh Zygielbaum, Clerk and Recorder

[Signature]  
Deputy Clerk

Approved as to Form:

[Signature]  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF DENVER

AIMEE LALONE  
NOTARY PUBLIC - STATE OF COLORADO  
Notary Identification #20154048911  
My Commission Expires 12/23/2019

STATE OF COLORADO )SS.

Signed and sworn to before me this 7 day of May, 2019,

by Aimee Lalone,

Aimee Lalone  
Notary Public

My commission expires on: 12/23/2019



## CONSULTANT'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 Consultant hereby certifies that at the time of this certification, Consultant does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Consultant 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.

### CONSULTANT:

Wold Architects & Engineers

Company Name

May 7, 2019

Date

Job Gutierrez

Signature

JOB 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

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RFP Issue Date: January 30, 2019

RFP Number: RFP-JTH-2019.306

RFP Title: **ARCHITECTURAL DESIGN SERVICES  
FOR COUNTY WIDE - GENERAL  
PURPOSE DESIGN**

Pre-Proposal Meeting: **MANDATORY on February 6, 2019 2:00pm**  
Adams County – Government Center  
Conference Center Room Platte River A  
4430 South Adams County Parkway  
Brighton, Colorado 80601

RFP Questions Due: February 8, 2019 by EOB

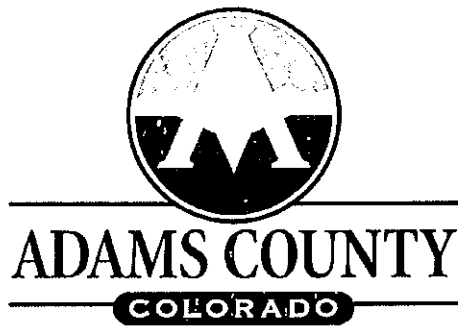
Proposal will be received until: February 19, 2019, 2:00pm MT, Our Clock  
4430 South Adams County Parkway, Front Lobby  
Brighton, CO 80601

For additional information please contact: Jen Tierney Hammer, Contract Specialist  
720-523-6049

Email Address: [jtierney@adcogov.org](mailto: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
- Attachment 1- Design and Construction Standards
- Attachment 2-Design and Construction Handbook
- Attachment 3-Contract Document Stds



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 Design Professional Services

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-2019.306

2. 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>
  - 2.1. Interested parties must register with this service to receive these documents.

### 3. CONTRACTUAL OBLIGATIONS

- 3.1. The successful Contractor(s) 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.
- 3.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.

#### **4. PRE-PROPOSAL MEETING IS MANDATORY:**

- 4.1 A mandatory pre-proposal meeting will be held on February 6, 2019, at 2 : 0 0 p m at the Government Center, Conference Center Room 4430 South Adams County Parkway, 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.

#### **5 CONTRACTUAL OBLIGATIONS**

- 5.1 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.
- 5.2 Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.1.1. Before submitting a proposal, each bidder must inspect the site of the proposed work to arrive at a clear understanding of the actual conditions under which the work is to be done. Firms will be held to have compared the premises with the documents, drawings and specifications, and to have satisfied themselves as to all conditions affecting the execution of the work.

5.1.2. No allowance or extra compensation concerning any matter or thing about which the bidder might have reasonably been informed through such examination will be allowed.

**5.8 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(s) 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.
- 6.4 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, Contract Specialist III, Purchasing Division, Adams County, [jtierney@adcogov.org](mailto: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:** Intent of this RFP is to select and award based on best value approach for future projects on a fee proposal basis. As individual projects arise, work scope, project budget and fees will be established based upon the approved fee structure.

**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: Professional Design Services
- 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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Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## SCOPE OF WORK

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### I. INTRODUCTION

#### **PROJECT DESCRIPTION:**

Background: Adams County has been in the top 10 in the country for population growth over the past couple years and has already seen increased demands for services. Those demands directly affect the improvements in facilities to support needed services. In order for the County to respond quickly, yet still provide continuity through master planning, maintain our established standards and common branding in facilities, and provide this all with an economy of scale/best value for the County, the County is soliciting for partnerships with Design Professionals to accomplish this potential work.

To that end, Adams County is seeking qualified firms to provide Professional Design Services for projects generally consisting of professional office, business environments, and similar general architectural design for various facilities county wide. Facilities included as examples may be, but are not limited to: Government Center; Human Services Center; Western Services Center; South Platte Crossing; Services Center (Commerce City); and miscellaneous Fleet and Public Works facilities. Adams County is looking to establish a fee schedule and award to an Architect for future work.

Please note that these proposed services specifically exclude projects for or within the Riverdale Regional Park and those specifically for Justice type projects (Jail, Courthouse, etc.) but may include small office or tenant improvement type work in those excluded locations.

Projects already identified in the next few years (although still dependent on the annual budget allocations) may include, but not be limited to: Space Utilization and Security Improvements at the Government Center; tenant improvements at South Platte Crossing; and miscellaneous tenant improvements in leased locations. The County may also periodically require feasibility studies, concept plans, programming statements, renderings or similar materials to explore project concepts and budgets prior to commencing design. Continued County growth, program improvements, and yet unidentified needs are likely to foster other projects of scopes yet to be determined.

In order to accomplish this, the County desires the services of an Architect (all disciplines to be provided). On a project by project basis, the County will determine if a design professional is required, and which discipline will be the lead professional based on the primary scope of work and available budget and negotiate a final fee based on the fee structure approved from this RFP. The County will award one or more firms for this RFP for on-call services.

## II. RESPONSE FORMAT

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

**SUBMISSION OF PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and SIX (6) HARDCOPIES, TOTAL OF Eight (8) 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. NOTE: PLEASE SUBMIT SEPARATE PRICING FORMS DEPENDENT ON YOUR SELECTED DISCIPLINE**

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

## III. Detailed Scope/Specification 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:

- a. Fonts in proposals shall be "Times New Roman", "Arial", or "Helvetica" font no less than 12 point for main body of text.
- b. Proposals shall be bound.
- c. Cover Letter / Statement of Interest: *(1 Page Maximum)*
- d. General Information about the Firm: *(2 Pages Maximum)*
  - i. History and Business Profile
  - ii. Business Organization (i.e. Corporation, Partnership, etc.)
  - iii. Name of County's, Principals and/or Officers
- e. Statement of Firm's Financial Status: *(1 Page Maximum)*
  - i. Firms Financial Statement through Fiscal Year 2017/2018 is ***not*** required to be submitted with proposal, but shall be furnished upon County's request.
- f. Firm's Qualifications: *(Qualification Summary plus 8 Pages Maximum)*
  - i. The firm/person must have successfully completed a minimum of three (3) relevant projects of similar scope(s) to the Project List. 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.
- ii. 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 or personnel and breakdown of roles/titles.
  - iii. 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.
  - iv. 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*
  - v. 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.
  - vi. 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.
  - vii. 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.
- g. Scope of Services: *(4 Pages Maximum)* Provide, in your own words, a description of the work scope and the intent of the project.
- i. Provide a **sample** 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.
  - ii. Provide an anticipated staffing plan, based on each phase of the sample project, focusing primarily on key personnel (Project Executive, Project Architect, Project Manager, etc.)
  - iii. Summarize what services the provided for the plan and what services are excluded.
  - iv. Indicate the Firm's ability to design projects within a defined timeline and within a defined budget, including but not limited to:
    - v. Percentage of Change Order (high, low, and average)
    - vi. Customer directed changes
    - vii. Construction Necessitated Changes
    - viii. Errors or Omissions
    - ix. Percentage of projects completed within Original Budget

- x. Value Engineering activities
- xi. Schedule Management
- h. Proposed Fee: (*Form of Proposal, Fee Schedule & 1 Additional Page*)
  - i. Utilize the Form of Proposal and Fee breakdown.
  - ii. ***Fee Proposal is to be provided as percentage value of Construciton Cost, over three project size ranges. Proposed ranges are included however the vendor can provide their own preferred range. For projects that may not include all phases, or those that are study or consultant based, a T&M Hourly Rate sheet with associated markups is also requested.***
  - iii. Provide no more than one page (if any) description or clarifications to the fee proposal.
  - iv. Provide a Fee Schedule (Hourly Rate) by position title, and a Not-to- Exceed percentage markup for any Sub-consultant work (see ii above)
- i. General Items: (*2 Pages Maximum*)
  - i. Include any other items describing the Firm and why it is advantageous for Adams County to hire the Design Professional.
  - ii. Any clarifications or assumptions for the scope of services.

### **SCOPE OF SERVICES:**

The Scope of Services included in this package describes the services to be delivered by the Design Professional. Although it is comprehensive, the Scope of Services listed herein may not represent all issues that could arise. So as long as there are normal associated business practices of similar design projects, it is the County's expectation that these elements are the responsibility of the Design Professional.

During the RFP phase, if the Design Professional identifies issues or a scope that is specifically not included, the proposer shall notify the County in writing. If the County determines the issue is valid, the County will issue a written amendment to all Proposers.

General Description of Services Required: The selected firm is expected to be responsible for the complete and comprehensive Architectural and Engineering professional services for the successful completion of the Project. This firm is also expected to work in a collaborative manner with the County staff and other Contractors or Vendors to develop a project that represents the goals of Adams County and maintain a design and budget within the established parameters. Services and responsibilities shall include, but are not limited to:

- a. Architectural & Engineering: Shall be able to provide, either with internal staff or identified subconsultants:
  - i. Architectural Design
  - ii. Interior Design
  - iii. Structural Engineering
  - iv. Mechanical Engineering
  - v. Fire Protection Systems
  - vi. Electrical Engineering
  - vii. Civil Engineering
  - viii. Review of Geotechnical Investigations

- ix. Surveying (preferred, but not required)
- x. Landscape Architecture
- xi. Irrigation Design
- xii. Fine / Finished Grading in support of Landscape Design
- xiii. Signage, Wayfinding, Parks Structures, Playgrounds, etc.
- b. General Requirements: Regardless of Disciplinary lead, all submitting firms shall be able to provide:
  - i. Sustainability Design, as defined elsewhere in the Scope of Work
  - ii. Project Administration (Cost Estimating, Scheduling, Construction Administration, etc.)

Coordination of other County's Consultants:

The Design Professional will be required to Coordinate with the County's other consultants (if any) providing services for associated projects. The County expects that appropriate drawings and specifications are included in the construction documents to achieve a complete and operational building, facility, and/or function. Anticipated consultants at the time of this RFP include the County's construction testing agent(s), geotechnical firm(s), roofing consultant(s) or similar consultants.

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:

- a. 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, project budgeting, scheduling and coordination with County to identify and confirm project needs.
- b. Design: Services consist of those technical architectural/engineering activities which take a project programming statement and develop it through contract documents and permitting. Phases shall include Schematic, Design Development and Construction Documents.
- c. Design Reviews: Conducted with the County, at a minimum of each milestone phase, perform a "page-turn" and allow a reasonable time (approximately 1 week) for review and response. Each item identified during the review will be responded to by the Design Professional in writing.
- d. Construction Estimates and Budgeting: Design Professional shall provide, at each stage of design, an Opinion of Probable Cost, broken down into major trades or work scopes by division (not just square foot costs).

- e. Bidding and Procurement: Services consist of those consulting activities to prepare and issue documents for bidding, assist the County in the bidding process including attend pre-bid meetings and walk-through's, review and respond to questions, issue addenda, attend and record bid information, assist in evaluation of bids or proposals, and make recommendations for award.
- f. Construction Administration: Services include those technical architectural/engineering activities to conduct pre-construction meetings, attend progress and construction meetings (OAC), review of submittals (shop drawings, cut sheets, proposed product substitutions, etc.), review GMP and Sub- contractor bids, review change orders, respond to field inquiries, RFI's, coordinate project close-out, provide construction observation and documentation, and review/negotiation of proposed changes or modifications.
- g. Closeout: Project Closeout and Commissioning services include review of closeout documentation from contractor(s), check warranties, guarantees, and service contracts, review/approval of O&M manuals and as-builts, punchlist, facility acceptance/rejection, commissioning of major systems (pre-functional and functional testing, TAB, review of test and inspection reports, etc.), and post occupancy services (1-yr. warranty inspection, user survey(s), etc.).
- h. Construction Delivery: The County anticipates that projects will be delivered based on the Lump Sum Bid (hard bid) methodology or as a Construction Manager/General Contractor. This is subject to change as the design develops and the selected consultant Design Professional may have input on this delivery method.

Regardless of delivery method, the Designer of Record will be responsible for:

- a. Producing independent cost estimates at each stage of design
- b. Design schedules for their work (critical path).
- c. Assisting in the assessment of the CM or GC's construction schedule.
- d. Hosting or participating in team meetings with the County and the GC to review and resolve design issues, value engineering, risk assessments or conflict resolution.
- e. Correction of documents at no additional cost to the County for conflict issues and clarifications/RFI's after the bid and as a compiled "Construction" set of documents.
- f. Strategy meetings and agreement for bid packaging and potential needs for early release bid packages to accommodate long lead times and/or permitting approvals.

Alternate services, studies, concept development, renderings, videos and similar deliverables may also be requested by the County. Services shall generally be negotiated based on the Vendor's capabilities and approved Fee Structure. Such services may include, but not be limited to:

- a. Concept, Feasibility, Programming, or Cost studies to assist in project scopes and budgets development
- b. Graphic design work (high resolution) sufficient to aid the County in marketing materials and updates to staff, citizens and stakeholders
- c. Project renderings and/or concept visions of potential projects
- d. Short videos (anticipated 1 to 4 minutes) related to the graphic designs and

renderings described above.

- i. All work shall be high resolution, native file, for use by the County

**Potential Project / Work Awarded:**

Response to this RFP, or the acceptance and approval of a contract award based on this RFP, does not constitute any guarantee of work. Adams County reserves the right to determine if projects will fall under this RFP or be otherwise solicited per the County's procurement practices. Participation in this RFP, Proposal, and Contract Award is solely at the discretion of the Vendor, with no guarantee of work and associated payment during the entire contract length. The County will award one or more firms for this RFP for on-call services.

**Estimated Schedule:**

The final project schedule(s) will be developed on a per project basis between Adams County and the successful prime consulting Design Professional(s), and if applicable, the Construction Manager. Schedules for each project will evolve, however for purposes of this RFP, the contract is anticipated at three (3) years with the potential of two additional one (1) year extensions, bringing the maximum total to five (5) years. Anticipated schedule for this RFP are as follows (subject to change):

Design Professional RFP Issued	January 2019
Mandatory Pre-Proposal Meeting	February 2019
Proposals Due	February 2019
Anticipated Award	March 2019
Individual Project Awards	TBD – As Needed

**PROJECT BUDGETS:**

As of the time of this RFP, approved projects include:

- Government Center: Anticipated Total Project budget \$500,000
- South Platte Crossing: Anticipated Total Project budget \$2.5 - \$3.0M
- Service Center (Commerce City): Scope in progress / TBD

**EVALUATIONS:**

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

- a. Professionalism: May include proposal's appearance, presentation, completeness, accuracy, following instructions, and responsiveness.
- b. Understanding of the Project: May include the understanding of the project, scope of services and work plan, scheduling and planning, and services provided.
- c. General Project Experience: May include the general experience of the Design Professional and sub-consultants, quantity of work performed, and general industry standing.
- d. 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.

- e. Design Team: May include organizational chart, collaboration internally and externally (with sub-consultants), key personnel experience and qualifications, adequate staff, and evidence of teamwork.
- f. General Items: May include exclusions or exceptions with the contract terms, and miscellaneous items not falling within the other criteria.
- g. 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.
- h. 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: 2019.306**

**Architectural  
(Submit in separate marked sealed  
envelope)**

**Form of Proposal / Fee Breakdown:**

Break down the fee proposal as a function of construction cost. Services shall be all inclusive for the percentage identified, for that scope of work. Contractors may also provide their own ranges of cost based on Construction Cost:

<b><u>Anticipated Constr. Cost</u></b>	<b><u>Up to \$1M</u></b>	<b><u>\$1 to \$5M</u></b>	<b><u>\$5M and over</u></b>
<b>Proposed Ranges:</b>	Up to \$_____	from \$_____ to \$_____	\$_____ and over
PRE-DESIGN:	_____ %	_____ %	_____ %
DESIGN: SD	_____ %	_____ %	_____ %
DD	_____ %	_____ %	_____ %
CD	_____ %	_____ %	_____ %
<i>(Includes Bidding &amp; Permit Documents and Coordinated Construction Documents)</i>			
CONSTR. ADMIN.	_____ %	_____ %	_____ %
<i>(Includes Bidding &amp; Closeout)</i>			
REIMBURSABLES	_____ %	_____ %	_____ %
<b>GRAND TOTAL</b>	_____ %	_____ %	_____ %

**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, or as needed for Concepts, Studies, Renderings, etc.. 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: \_\_\_\_\_  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: \_\_\_\_\_ 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 Projects with specific focus on Governmental Offices: \_\_\_\_\_

Total number of Project with specific focus on Fleet/Public Works/Shops: \_\_\_\_\_

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: \_\_\_\_\_

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: \_\_\_\_\_

Number of Projects Valued \$5,000,000 and over in Construction Cost: \_\_\_\_\_

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

ATTN: Jen Tierney Hammer  
Lead Contract Specialist  
RFP-JTH 2019.306

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.

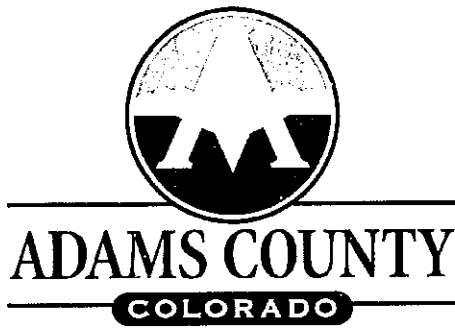
\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
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**

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 \$2,000,0
  - General Aggregate \$2,000,0
  - Umbrella \$2,000,0
- 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.](https://www.vis-dhs.com/employerregistration)

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

### 2019.306 Professional Design Services – General Business

The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.306.

1. Page 17, iv. "Provide a list of proposed sub-consultants, identify how they will incorporate into the team organizational chart..." Do you need resumes for each discipline listed on page 18-19 or can they just be included on the list of sub-consultants?

Response: *Intent is to provide a list of subconsultants. Supporting resume for each firm may be provided, at 1 additional page for each discipline.*

2. Do you have a rough idea of the square footage for any of the potential projects?

Response: *Square footage may vary greatly depending on the project, and may not be an accurate representation of each project scope. Specific to the request: Government Center: 325,000 total square feet / project may impact 25% to 50%*

3. I understand the Pricing Form 2019.306 must be submitted in a separate sealed envelope. Should the (1) Clarification Page, Summary of Qualifications page and Hourly Rates for the Prime and Sub-Consultants also be included in the sealed envelope?

Response: *Clarification Page and Summary of Qualifications should be included with the Proposal. Hourly Rates are part of the Fee Proposal and should be included in the separate envelope with the Fee Proposal.*

4. Should Sub-Consultants complete a Pricing Form 2019.306?

Response: *No. Fee Proposals are intended to be inclusive of entire team fee schedule. Hourly rates for sub consultants are acceptable for added scope.*

5. Where would you like me to include the Not-to-Exceed percentage markup for Sub-Consultant's work?

Response: *For Fee Proposal requested items, if not on the Form of Proposal, those additional items, such as percentage mark-up, shall be included with the T&M / Hourly Fee structure.*

6. Are the following forms to be included in the submittal? If so, where would you like them to be placed?
  - Contractor's Certification of Compliance
  - Contractor's Statement
  - Reference Form
  - Term of Acceptance Form

Response: *All of those items may be included as Required Forms in the Proposal.*

**2019.306 Professional Design Services – General Business**

**The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.306.**

7. Do Sub-Consultants need to complete a Reference Form?

Response:     *No – this is not required.*

8. Is there any potential for ground up work or is the scope confined to tenant improvement?

Response:     *There is potential for ground-up, tenant improvement, major maintenance, exterior and interior based projects.*

9. In the scope of work section III.f Firm's Qualifications, the RFP's requires we list all similar and relevant work completed in the last ten years. We cannot fit a list of all relevant work in the eight page format provided however. Please provide guidance. Can the requirement be refined to include a select number of projects, rather than requiring all projects?

Response:     *The Summary of Qualifications page is for the accumulated experience to be provided for the past 10 years. Examples of projects/references are not to be provided for each of those projects, but for a sampling of projects most similar to the defined scope in the RFP. Quantities are not limited, but proposal sections shall be within the page limits identified.*

10. Page 5 states "Please provide two copies of submitted pricing in a sealed clearly marked envelope" and page 16 requests 8 submittals of each proposal. Could you please verify the number of copies of the bound proposal and separate sealed pricing needed?

Response:     *Please provide the copies as defined in the RFP. Two(2) copies of the Fee Proposal in a separate sealed envelope; and Eight (8) Hardcopies of the Proposal.*

11. In the sample contract on page 30, the insurance requirements listed for Commercial General Liability, each occurrence as \$2,000,000. We have a \$1,000,000 each / \$2,000,000 General Aggregate CGL policy and a \$2 million umbrella. Will this be acceptable?

Response:     *Please provide the insurance as requested in the RFP, or propose your alternate as part of the proposal.*

12. Do we need to complete the following forms: Contractor Certification of compliance, reference form, or the term of acceptance form?

Response:     *Please provide all forms as requested in the RFP.*

**2019.306 Professional Design Services – General Business**

**The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.306.**

13. Throughout the agreement, the terms "Guarantee, Warranty, Warrant , Certifications, Certify" are used. {We are} unable to provide any Guarantee, Warranty, Warrant , Certifications, Certify and we would need to exclude and / or revise these terms to achieve a workable agreement.

Response:     *We can revise guarantee/warranty language. Please include any clarifications with the Proposal specifically related to the Sample Agreement. In any case, Adams County respects the business decision of each Vendor on whether or not to submit a proposal under these clarifications.*

14. On page 30 of 41, Article 7 Indemnification: Our insurance provider would not insure this project with the clause as stated, which would make this an uninsurable agreement. To pursue this project, we would request modifying this paragraph to ..."result of the Contractor's negligent performance or failure"...

Response:     *Yes we can add negligent. Please include any clarifications with the Proposal specifically related to the Sample Agreement. In any case, Adams County respects the business decision of each Vendor on whether or not to submit a proposal under these clarifications.*

15. On page 32 of 41, (Article 7 Indemnification or (5. Insurance:?) "Contractor shall be liable for actual and consequential damages to the County. Revise to: "Contractor shall be liable for actual and mutual exclusion of consequential damages to the County."

Response:     *This section cannot be altered.*

***End of Addendum 1***

ADAMS COUNTY

Request for Proposal Architectural Design Services for  
Countywide General Purpose Design  
RFP JTH-2019.306

February 26, 2019

**Wold**

**WOLD  
ARCHITECTS  
& ENGINEERS**





February 26, 2019

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 – Architectural Design Services, RFP-JTH-2019.306

**Dear Selection Committee,**

Wold Architects & Engineers is very excited to continue our partnership with Adams County. We have a passion for supporting government leadership and understanding the communities they serve. Our focus is more than just on architecture. It's about finding means to improve operations or processes and align with your culture to create functional solutions that improve the employee workplace and service to the citizens of Adams County.

The mission of our 200+ person firm is to provide client services that exceed all expectations. At every step in the process, we will strive to ensure your success by listening to your specific needs, asking the right questions, communicating ideas, and responding with timely, cost-effective solutions. Our long-term, repeat clients will attest to this commitment to exceed their service and performance expectations, and our dedicated team is poised to partner with Adams County as you continue to plan for the future.

We are familiar with your comprehensive strategy for county-wide general purpose design and have worked successfully with over 20 counties in a similar capacity. Our collaborative approach will facilitate successful solutions for Adams County while respecting the input of all stakeholders. Transcending the role of “just an architect,” we bring deep understanding of the issues our clients face and capture the current philosophy for design, functionality, efficiency, and operations of modern public sector facilities.

**experience**


Wold understands how large-scale government organizations operate, and we have a proven process for facilitating and managing user agencies and decision makers along a critical path process. Our Colorado team is uniquely suited to assist with planning and implementation of projects of varying scope and complexity related to the needs of county government, including:

- |                                    |                                  |                                  |
|------------------------------------|----------------------------------|----------------------------------|
| • Space planning & interior design | • Human services facilities      | • Conference centers             |
| • Government/Admin. facilities     | • Community centers              | • Nursing & health clinics       |
| • Mental health facilities         | • Emergency medical centers      | • Licensing centers              |
| • Public health departments        | • Vehicle maintenance facilities | • Warehouse & storage facilities |
|                                    | • Training facilities            |                                  |

As you look toward the future, we will assist with visioning new opportunities and leveraging existing assets. Our experience with regional county clients will provide you with a reliable long-range facility strategy and a high quality approach to implementation. Wold's goal is to initiate our role as a long-term resource for Adams County for planning & solutions.

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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# 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 facilities which support safe and efficient and effective operations today and are flexible to adapt and grow in the future.

### wide range of implementable solutions

The following pages highlight several projects where the Wold team has helped to implement design solutions to county 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; to minor upgrades which delay or mitigate the need to invest in major facility expansions.

### our measure of success

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

- Happy users / departments (improved work place)
- Improved operations to staffing & facilities
- Improved service to public
- Projects are on-time & on-budget
- Flexible & multi-use spaces that are future-proof

### proven success with customized solutions

Our criteria based approach gains consensus from the owners on their operational 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. However we also understand from our own experience, that every county is unique, has a different culture, geography, population, approach to service & public interaction, etc. This has reinforced the need for us to adapt operational & work environment trends and facility plans for each county we work with.

## GENERAL INFORMATION

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, 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

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



### history & business profile

## WOLD ARCHITECTS & ENGINEERS

**services we offer |** Long-Range Planning, Strategic Facility Planning, Pre-Design Program & Verification, Space Adequacy Evaluation, Operational Analysis, Site & Facility Condition 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



# STATEMENT OF FINANCIAL STATUS

## STATEMENT OF FINANCIAL STATUS

### **financial statement through fiscal year 2017/2018**

Wold Architects and Engineers  
would be happy to furnish a  
financial statement through fiscal  
year 2017/2018 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

## FIRM'S QUALIFICATIONS

### **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  
Other Names / Previous Names: Wold Architects and Engineers; Wold Ruck Pate; Horty Elving Associates; Wold Association

Type of Business: Corporation Number of Years in Business: 51

Number of Employees: 239 Number of Local Employees: 22  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 2 VP/Directors: 1 Project Managers: 3

Architects: 17 Engineers: 0 Support Staff: 1

### **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: 775

Total number of Projects with specific focus on Governmental Offices: 100

Total number of Project with specific focus on Fleet/Public Works/Shops: 75

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 645

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 100

Number of Projects Valued \$5,000,000 and over in Construction Cost: 30


Value of Work Currently Under Contract: \$ 175,000,000

Number of Projects completed with prime Sub-consultant(s): 750+  
(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

2/26/19  
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: dba BKBM Engineers Place of Incorporation: Minnesota

Other Names / Previous Names: Bakke, Kopp, Ballou & McFarlin, Inc.

Type of Business: Engineering Number of Years in Business: 51

Number of Employees: 61 Number of Local Employees: 5

Please Provide Breakdowns of Local Employees Only

Principals/Executives: \_\_\_\_\_ VP/Directors: \_\_\_\_\_ Project Managers: 2

Architects: \_\_\_\_\_ Engineers: 2 Support Staff: 1

**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: 2800

Total number of Projects with specific focus on Governmental Offices: 232

Total number of Project with specific focus on Fleet/Public Works/Shops: 7

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: Approximately 2000

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: Approximately 600

Number of Projects Valued \$5,000,000 and over in Construction Cost: Approximately 200

Value of Work Currently Under Contract: \$250,000,000 estimate

Number of Projects completed with prime Sub-consultant(s): Approximately 540  
(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:**

Andrew M. Rauch, Principal and Director  
Of Quality Assurance

Name and Title (Printed)



Signature

2/18/19

Date

## FIRM'S QUALIFICATIONS

### **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: Cator, Ruma & Associates Place of Incorporation: Lakewood, CO

Other Names / Previous Names: Clint Cator Company

Type of Business: Consulting Engineers Number of Years in Business: 60

Number of Employees: 103 Number of Local Employees: 83  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 8 VP/Directors: 2 Project Managers: 37

Architects: 0 Engineers: 30 Support Staff: 12

### **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: ~1,705

Total number of Projects with specific focus on Governmental Offices: ~75

Total number of Project with specific focus on Fleet/Public Works/Shops: ~25

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: ~1,350

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: ~245

Number of Projects Valued \$5,000,000 and over in Construction Cost: ~110


Value of Work Currently Under Contract: \$ 18,240,000

Number of Projects completed with prime Sub-consultant(s): 4  
(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:**

James R. Lazzeri, PE, President  
Name and Title (Printed)

  
Signature

2/13/19  
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: JVA, Inc. Place of Incorporation: Colorado

Other Names / Previous Names: Johnson, Violand, Archuleta

Type of Business: Structural & Civil Engineering Number of Years in Business: 63

Number of Employees: 118 Number of Local Employees: 69  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 8 VP/Directors: 6 Project Managers: 15

Architects: 0 Engineers: 106 Support Staff: 12

**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: Over 500

Total number of Projects with specific focus on Governmental Offices: +/- 10

Total number of Project with specific focus on Fleet/Public Works/Shops: +/- 10

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: Over 200

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: Over 100

Number of Projects Valued \$5,000,000 and over in Construction Cost: Over 50

Value of Work Currently Under Contract: \$ +/- \$14,000,000

Number of Projects completed with prime Sub-consultant(s): Over 20

(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:**

Charles R. Hager, P.E., Vice President  
Name and Title (Printed)

Charles R. Hager  
Signature

2/13/2019  
Date

## FIRM'S QUALIFICATIONS

### **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: Flow Design Collaborative Place of Incorporation: Colorado

Other Names / Previous Names: N/A

Type of Business: S-Corporation Number of Years in Business: 1.5

Number of Employees: 2 Number of Local Employees: 2  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 2 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: 43

Total number of Projects with specific focus on Governmental Offices: 2

Total number of Project with specific focus on Fleet/Public Works/Shops: 1

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 7

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 8

Number of Projects Valued \$5,000,000 and over in Construction Cost: 20

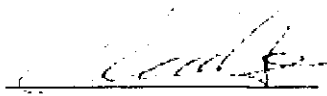
Value of Work Currently Under Contract: \$ 720,000 (Contract)

Number of Projects completed with prime Sub-consultant(s): 7  
(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:**

Christopher Hoy, President  
Name and Title (Printed)

  
Signature

02/13/2019  
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: Loeffler Construction & Consulting Place of Incorporation: Minnesota

Other Names / Previous Names: N/A

Type of Business: Limited Liability Corporation Number of Years in Business: 8.75

Number of Employees: 27 Number of Local Employees: 0 (Assuming CO)  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 2 VP/Directors: 0 Project Managers: 15

Architects:                      Engineers: 8 Support Staff: 2

**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:	<u>320</u>	
Total number of Projects with specific focus on Governmental Offices:	<u>34</u>	} Only
Total number of Project with specific focus on Fleet/Public Works/Shops:	<u>14</u>	
Number of Projects Valued <u>\$0 to \$1,000,000</u> in Construction Cost:	<u>16</u>	
Number of Projects Valued <u>\$1,000,000 to \$5,000,000</u> in Construction Cost:	<u>14</u>	
Number of Projects Valued <u>\$5,000,000</u> and over in Construction Cost:	<u>18</u>	
Value of Work Currently Under Contract:	<u>\$ 650,000,000 (Construction Value)</u>	
Number of Projects completed with prime Sub-consultant(s):	<u>150</u>	
<i>(for Subcontractors – indicate # of projects completed with the Design Lead)</i>		

**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.

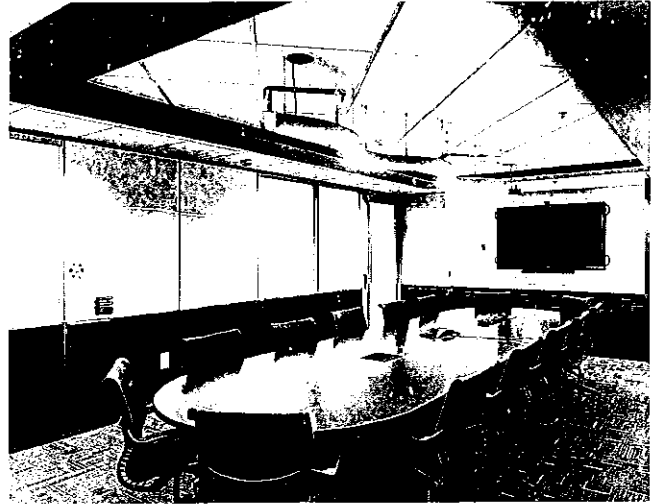
**Verification of Qualifications Summary:**

Doug Loeffler - President  
Name and Title (Printed)

  
Signature

2/13/2019  
Date

## FIRM'S QUALIFICATIONS



# RAMSEY COUNTY FINANCE OFFICE TENANT IMPROVEMENTS

ST. PAUL, MINNESOTA

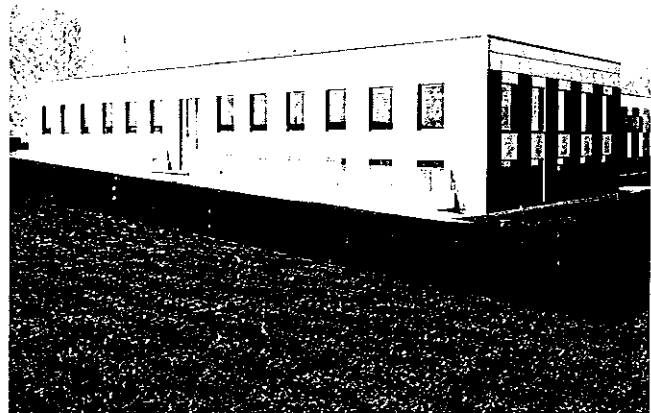
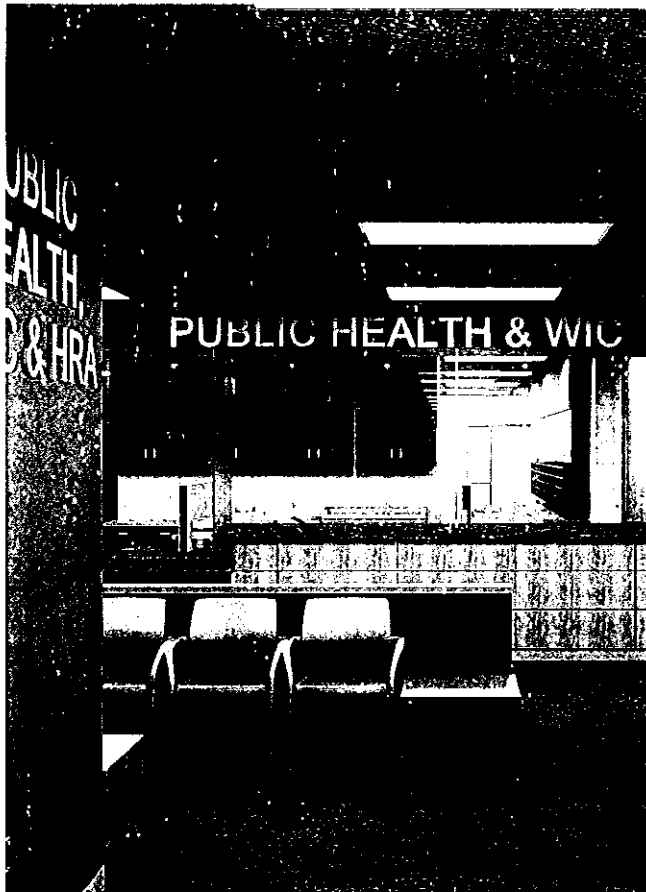
### reference(s) details

Carol Morphew, Project Manager  
121 7th Place East, Suite 4000  
St. Paul, MN 55101  
carol.morphew@co.ramsey.mn.us  
651 266 2260

*Ramsey County hired Wold Architects & Engineers to implement tenant improvements for their finance office in the Metro Square building in downtown St. Paul.*

The improvements unify finance operations in a single location for Ramsey County. A few of the larger objectives that guided the office improvements include: modernizing the current office space as well as setting new standards for office furnishings and workplace strategies for the county.





## RICE COUNTY GOVERNMENT CENTER

FARIBAULT, MINNESOTA

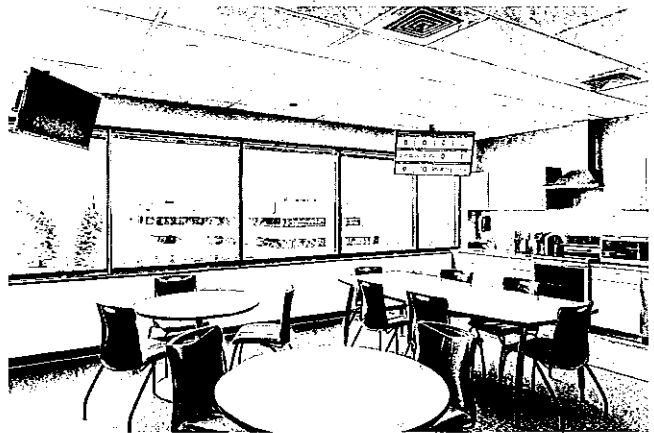
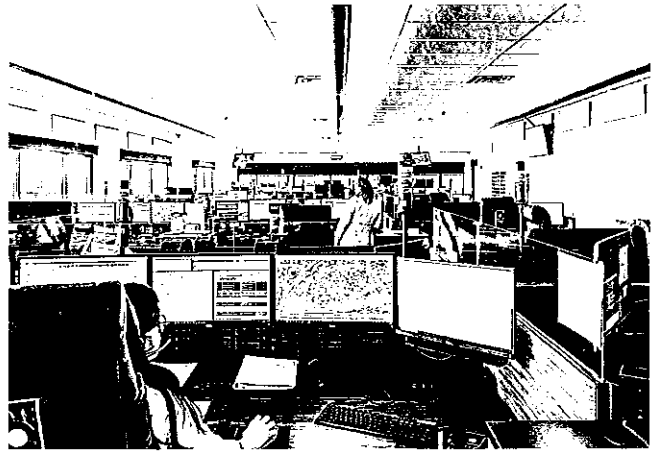
### reference(s) details

Jake Rysavy, Parks & Facilities Director  
320 3rd Street NW  
Faribault, MN 55021  
jrysavy@co.rice.mn.us  
507 332 6105

*Wold was hired to complete an overall master plan and space usage needs for their Government Services Building.*

The county was experiencing growth in many departments, but significant growth was occurring in their Social Services and Public Health departments. The existing design of the building was not user friendly and the shared lobby for Social Services and Public Health were inadequate for the customer traffic and there was no privacy for intake conversations.

Our work in Rice County also includes reorganizing program space in their maintenance facility.



## JEFFCOM OFFICE REMODEL

LAKEWOOD, COLORADO

### reference(s) details

Jeff Streeter, Executive Director  
433 Allison Pkwy  
Lakewood, CO 80226  
jeff.streeter@jeffcom911.org  
303 472 4180

*JeffCom is a 911 center that consolidates eight public safety answering points into a single regional center and stands as the operational base of around 150 employees.*

With careful planning, the design fits the call-taking consoles within the existing floor plate and implements the proper supporting offices, break rooms, locker rooms, and training rooms for the 911 center.

The renovation took place without disruption to other occupied areas of the building.

# FACILITY EXPERTISE

## WOLD'S DEPTH OF EXPERIENCE

For 50 years, Wold has worked with counties across the Midwest to complete space needs assessments, master plans, and small and large projects alike—from infrastructure upgrades to additions and renovations to an entirely new facility. Our deep portfolio of government facilities has given us special expertise in working with county departments and their staff on creating successful projects reflective of the counties they serve. Below is a sample list of our recent relevant experience, and we are happy to provide further examples upon request of our hundreds of projects completed within the last (10) years.

client	brief project description
Cook County Department of Homeland Security & Emergency Management (DHSEM)	<i>Relocation of homeland security operations into an existing under-utilized facility</i>
Dakota County	<i>County-wide office space study &amp; tenant improvements</i>
DeKalb County	<i>Community outreach building, a collocation of 5 government agencies</i>
DeKalb County	<i>Legislative center — new relocation of county admin., state's attorney, &amp; probation offices</i>
El Paso County/City of Colorado Springs	<i>Law enforcement center study</i>
Huntley Park District	<i>New park maintenance facility</i>
Illinois Department of Transportation (IDOT)	<i>New maintenance facility on existing site</i>
Kane County	<i>Government center renovations</i>
Lake County (IN)	<i>911 center consolidation &amp; relocation into existing county office building</i>
Village of Lake in the Hills	<i>Public works office &amp; vehicle storage addition/remodel with operational service delivery reorganization of office functions</i>
Lyons Township Area Communications Center (LTACC)	<i>Consolidation &amp; relocation of (3) 911 centers into an existing police department</i>
McHenry County	<i>Health and human services study &amp; relocation</i>
McHenry County	<i>Clerk's remodel</i>
Scott County (IA)	<i>Clerks operational analysis &amp; remodel</i>
Scott County (MN)	<i>Long-range plan and government center addition/renovation, including a new garage at a public works facility</i>
City of Woodstock	<i>New public works facility</i>

# 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

**Job Gutierrez** | Principal-in-Charge, RA  
**Richard Markovich** | Facility Planner, RA

### WOLD PROJECT TEAM

**Artemis Ettsen** | Project Manager, RA  
**Ed Mitchell** | Project Coordinator  
**Samantha Epping** | Work Place Interior Designer  
**Cody Knoblock** | Construction Admin. & Sustainability, RA  
*Plus Additional Support from Wold's 200+ In-House Staff*

### EXPERT CONSULTANTS

**BKBM Engineers** | Structural Engineering  
**Cator Ruma & Associates** | Mechanical, Electrical Engineering & Fire Protection Systems  
**JVA** | Civil Engineering, Review of Geotechnical Investigations, & Surveying  
**Flow Design Collaborative** | Landscape Architecture, Irrigation Design, Grading, Signage, Wayfinding, Parks Structures, etc.  
**Loeffler Construction & Consulting** | Cost Estimating

Wold Staff Counts	NAT'L	CO	Wold Staff Counts (cont.)	NAT'L	CO
Registered Architects	38	7	Registered Engineers	15	0
Graduate Architects	107	13	Graduate Engineers	43	0
Interior Designers	8	1	Administrative Support	28	1
			<b>Total</b>	<b>239</b>	<b>22</b>

# PRINCIPAL-IN-CHARGE

JOB GUTIERREZ, 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 18 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

**Longmont High School** | Design  
**Main Street School Renovation** | Design  
**Bond Projects (6) Buildings Adams 12 School District** | Construction

## client reference(s)

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

Kerry Buhler, Superintendent  
Summit School District  
970 368 1000

Tim Reed, Executive Director of  
Facilities, JeffCo Public Schools  
303 982 2376

## selected project history

### City & County of Denver, CO

Jail Build-out 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

# FACILITY PLANNER

RICHARD MARKOVICH, AIA

## responsibilities

Richard will leverage his 30+ years as an Owner's Representative, Architect, and Project Manager to help the county develop their vision, scope, budget, and schedule; and ensure the highest functioning facilities of all types, sizes, and complexity. Richard is recognized as a leader in the industry with a specialization in space planning, tenant finish, and remodels & renovations. Richard will guide the team through the process to create functional, secure, and energy efficient facilities.



## main contact

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

## education

*University of New Mexico* | Bachelor of Architecture

## professional licensing

*Colorado License* | 00202772

## present assignments & workload

*Adams County Detention* | Schematic Design

## client reference(s)

Bob Datson, Chief of Design & PM  
CO Dept. of Military & VA  
720 250 1371

Col. Deborah Roberts  
U.S. Mint  
303 405 4800

## selected project history

### **Colorado Dept. of Military & Veterans Affairs**

#### ***Armories Statewide***

Remodel of Armories (at Colorado Springs, Fort Collins, Las Animas, Lamar, Longmont, Aurora, Boulder, Grand Junction, Sterling, La Junta, Canon City, Montrose, Pueblo, and Rocky Ford)

#### ***HQ Complex - Centennial***

Tenant Finish Program, Network Operations Center, Emergency Control Center, Site Security Improvements, Guard Shacks, Postal Building, Buildings Security Improvements, HQ Building & Site Renovations, Electrical & Fiber Optic Upgrades

#### ***Grand Junction First***

#### ***Responders Training Campus***

Planning for Campus, Site Development Maintenance Shop

#### ***High Altitude Aviation Training Site - Eagle***

Remodel of Operations Center, Hanger & Barracks; Planning for Airport; Site & Infrastructure Development

# PROJECT MANAGER

ARTEMIS ETTSEN, AIA

## responsibilities

As Project Manager, Artemis will be responsible for coordinating 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  
*University of Wisconsin* | BA,  
Science Art

### professional licensing

*Colorado License* | Awaiting  
License Number

### client reference(s)

Gordon Rowley  
Adams 12 School District  
720 972 4233

### selected project history

**Ramsey County**  
Correctional Facility Bathroom  
Remodel

**North Memorial Ambulance  
Dispatch**  
Master Plan

**Adams 12 School District**  
ECEC Renovation, Student  
& Family Resource Center  
Renovation, District-wide ADA  
Assessment, Bond Renovations  
at (6) Schools

# PROJECT COORDINATOR

ED MITCHELL, ASSOC. AIA

## responsibilities

As Project Coordinator, Ed will be responsible for overseeing the team and translating and implementing project goals. He will be coordinating the project to ensure schedule milestones are met, relevant details are included throughout, and he will stay connected to the project throughout the construction administration process.



### education

*New School of Architecture  
& Design* | Bachelor of  
Architecture

### client reference(s)

Gary Frantz, Project Manager  
St. Vrain Valley Schools  
303 682 7362

### selected project history

**City & County of Denver**  
Jail Buildout and Renovation

**Adams County**  
Cell Renovation Study, Booking &  
Satellite Office Remodel

**County of Riverside**  
New Department of Social  
Services Building \*

**St. Vrain Schools**  
District Tech Service Office  
Improvements

*\*Work done at previous firm*

## WORK PLACE INTERIOR DESIGNER

SAMANTHA EPPING, CID

### responsibilities

Samantha works with clients to define their needs by planning with functional relationships as a guide. Sam will be responsible for developing interior design for all projects throughout your county. She will also develop and provide benefit analysis for workplace strategies.



### education

*University of Minnesota* | BS,  
Interior Design

### client reference(s)

Lezlie Vermillion, County  
Administrator  
Scott County (MN)  
952 496 8100

### selected project history

#### **Dakota County**

County-wide Space Study,  
Courts Renovation (Furniture),  
County-wide Office Space  
Improvements

#### **Ramsey County**

Explore MN Tenant  
Improvements, 90 West Plato  
Office Remodel, Finance  
Department Tenant Improvements

#### **Scott County**

Master Plan, Government Center  
Addition & Renovation

## CONSTRUCTION ADMIN. & SUSTAINABILITY

CODY KNOBLOCK, AIA, LEED AP

### responsibilities

Cody will work with the GC's to ensure all work adheres to the construction documents through quality craftsmanship during construction. Cody has vast experience guiding clients in sustainable systems and material selection in order to develop an appropriate sustainable approach to facility improvements.



### education

*Norwich University* | BS,  
Architectural Studies

### professional licensing

*Colorado License* | 00404966

### client reference(s)

Jeff Streeter, Exec. Director  
JeffCom 911  
303 472 4180

### selected project history

#### **City & County of Denver**

Jail Build-out and Renovation,  
Existing 911 Facility Analysis

#### **JeffCom**

911 Space Needs Study, 911 Office  
Relocation

#### **Jefferson County**

Fairgrounds Project



**BKBM ENGINEERS**

QUENTIN ODES, PE

BKBM has earned a national reputation for innovative design solutions and proactive project management. BKBM is committed to high value and exceptional service. By listening to our clients, we identify their unique needs allowing us to present alternatives, and recommend solutions to achieve the design objectives.

**responsibilities**

As a Structural Engineer for BKBM, Quentin's experience includes managing all phases of structural design from assessment and design of building systems to historic renovations/adaptive reuse of existing buildings. He has worked with Wold on a variety of government projects and has over 10 years experience in public sector projects.

**services to be provided**  
Structural Engineering

**wold's relationship with bkbm engineers**

BKBM has provided structural engineering designs to Wold Architects & Engineers since 1967. This unique professional chemistry has provided a winning team for over four decades and nearly 1,000 projects.

**CATOR RUMA & ASSOCIATES**

JEFFREY L. JESSE, PE

Since 1959, Cator, Ruma & Associates has been providing consulting engineering services throughout Colorado and the Western Region. Our project success has allowed us to develop a long-standing and faithful repeat client base in federal government and municipalities.

**responsibilities**

As Engineering Project Manager, Jeffrey will provide coordination, maintain the schedule, maintain the budget, and assist with the scope of work development. He assist with the mechanical engineering design, specification preparation, code review, and electrical cost opinion development. Jeff has over 35 years of experience across a wide range of project types, including strong experience in government facilities.

**services to be provided**  
Mechanical Engineering  
Fire Protection Systems  
Electrical Engineering

**wold's relationship with cator ruma & associates**

CR&A is Wold's "go-to" M/E consultant for justice projects. We have partnered on over 10 projects in the last 2 years.

**JVA CONSULTING ENGINEERS**

CHARLES R. HAGER, PE

JVA, Incorporated is a consulting structural, civil, and environmental engineering firm headquartered in Boulder, Colorado with a northern office in Fort Collins, and mountain offices in Winter Park and Glenwood Springs. JVA has a 56-year history of engineering experience serving architects and owners on building projects, site development, and water / wastewater projects.

**responsibilities**

Charles collaborates with project development teams to create innovative assessment and design solutions, which are integrated to create sustainable solutions while maximizing development potential. Charles' professional experience includes analysis, planning, design, coordination, observation, and management of development.

**services to be provided**  
Civil Engineering  
Review of Geotechnical Investigations, Surveying

**wold's relationship with jva**

Wold established a relationship with JVA back in 2011 and has been our civil engineering consultant for all of our projects ever since.

## FIRM'S QUALIFICATIONS

### FLOW DESIGN COLLABORATIVE

JAY HENKE, ASLA, PLA, M.ED

Flow Design Collaborative is a Colorado based landscape architecture studio striving to connect people to the natural environment through the creation of vibrant, memorable and resilient landscapes.

#### responsibilities

Jay is a landscape architect with experience leading projects from regional planning efforts to detailed site design. He will fuse site design principles with architectural form and the natural environment to create innovative design solutions that foster authenticity and reveal the distinctive culture of each project. Sustainable design principles provide a framework that informs his process and approach from conception through implementation.

#### services to be provided

Landscape Architecture  
Irrigation Design  
Fine / Finished Grading in support of Landscape Design  
Signage, Wayfinding, Parks Structures, Playgrounds, etc.

#### wold's relationship with flow

Wold established a partnership with Flow 2 years ago and they are involved with half of our projects.

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### LOEFFLER CONSTRUCTION & CONSULTING

JONATHAN MURRAY, LEED AP

#### responsibilities

Jonathan remains in our projects from start to finish, adding a crucial balance ensuring that creative design solutions remain within the client's budget. Jonathan is an experienced senior cost consultant who has completed hundreds of projects from the estimating phase through job completion. He has experience working in multiple market segments including multi-family, data centers, historic renovations, commercial, and industrial. His strengths include strong leadership, team-orientation, and a commitment to delivering projects that exceed client expectations.

#### services to be provided

Project Administration (Cost Estimating)

#### wold's relationship with loeffler

8 years ago, our estimator of 25 years retired, so we tried 3 estimators and Loeffler was the most accurate with their estimates. Since then, we have used them exclusively, estimating 60-70 projects a year for Wold.

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### 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.

- + OUTLINE OF WORK PLAN**
  - + STAFFING PLAN**
  - + INCLUDED SERVICES**
  - + TIMELINE & BUDGET**

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.

## SAMPLE WORK PLAN

### WORKPLACE TRENDS

We believe that true success will be achieved not by simply refreshing or replacing furniture in the office spaces, but by rethinking each element of the building or department to optimize its performance and flexibility for the next 20 years. The ability to successfully deliver an office remodel project will be based on setting common goals and then creating, implementing and managing a complex process that results in a successful concept plan that can be implemented by the County over time.

Our focus on government clients allows us to delve into the operational issues of a wide range of organizations that we can share with you. Where some firms tend to focus solely on the project, Wold looks for opportunities to enhance our clients' missions and goals in every effort we are involved with, no matter how small.

Wold is constantly looking for ways to stay ahead of trends while examining the same operational issues you may be facing. It is important for us to have knowledgeable and comprehensive discussions with you regarding your goals, and to have challenging conversations to lead to outstanding transformational designs.

#### **flexible work environments**

Technology has freed workers to work just about anywhere, causing organizations to reevaluate the role of the physical workplace. An emerging trend, that we know you are exploring, moves away from dedicated offices and workspaces to more flexible offices that can be used by anyone and more informal collaboration spaces. There is research that tells us that in the corporate world, offices are unoccupied more than 75% of the time and workstations are unoccupied 60% of the time. Another learning is that smaller meeting spaces that include technology are utilized more than larger conference rooms and rooms without technology. These smaller conference rooms, both walled and more informal open conference rooms that

allow collaboration with 3-4 persons are the most popular spaces. The most flexible office environment would include only a few dedicated offices and would provide flexible offices and workstations that could be "checked" out. This concept of "hoteling" is being embraced by a few of our more forward thinking clients that have a more mobile workforce and if employees are in the office and are in need of an office they can "checkout" a flexible office or conference room.

#### **shrinking workspaces**

Most of our organizations are adopting space standards that acknowledge today's smaller and more portable technology, and many organizations are reducing or eliminating printed documents by converting to e-documents. The greatest impact is that a

typical 8'x8' workstation can be reduced to a much smaller workstation. This is a significant reduction on needed facility resources and can save millions of dollars in reducing the need for construction of new space and allow more opportunities for shared collaboration space.

#### **safety and security**

Every organization needs to have clear and understandable goals for safety and security for the public and staff. Strategies for implementing security will vary based on your values and a threat assessment. So, what are the best ways to prevent an incident? Beyond a visible presence of security at the front door, you can create "safe zones" in your facility and provide meeting spaces that are easy for staff and clients to get to that does not compromise your secure staff spaces.

## SCOPE OF SERVICES

### TEAM APPROACH

Wold's project team approach is unique in our industry. Our team philosophy was developed in response to our clients' desire for a higher level of problem-solving capability, as well as reduction of construction phase issues.

Wold's non-departmentalized approach allows us to form teams that contain the required expertise to meet our clients' specific project goals. Traditionally, engineers and architects are divided into departments that require information and issues to be solved at departmental levels. Our approach, on the other hand, assigns specific expertise to a client's project to collectively track issues and solve problems. The critical coordination between project team members becomes an integrated, daily activity in lieu of the typical monthly attempt to meet and resolve project issues.

### ANTICIPATED STAFFING PLAN BASED ON PROJECT PHASE

		schematic design	design development	construction documents	construction administration
wold architects & engineers	<b>job gutierrez</b> <i>Principal-in-Charge</i>	<b>TEAM LEADER</b> High	Medium	Low	Low
	<b>richard markovich</b> <i>Facility Planner</i>	<b>TASK LEADER</b> High	<b>TEAM LEADER</b> High	Medium	Low
	<b>artemis ettsen</b> <i>Project Manager</i>	Medium	<b>TASK LEADER</b> High	<b>TEAM LEADER</b> High	<b>TEAM LEADER</b> High
	<b>ed mitchell</b> <i>Project Coordinator</i>	Low	Medium	<b>TASK LEADER</b> High	<b>TASK LEADER</b> High
	<b>sam epping</b> <i>Interior Designer</i>	Low	High	Medium	Low
	<b>cody knoblock</b> <i>Sustainability/CA</i>	Low	Medium	Medium	High
bkbm	<i>Structural Engineering</i>	Low	Low	Medium	Low
cator ruma	<i>Mechanical &amp; Electrical Engineering</i>	Low	Medium	High	Medium
ve	<i>Civil Engineering</i>	Low	Low	Medium	Low
flow design	<i>Landscape</i>	Low	Low	Medium	Low
ongoing cost estimating by loeffler construction & consulting					

## SCHEDULING & BUDGET MANAGEMENT

### ON-TIME, ON-BUDGET

#### change orders

Wold recognizes that, at all times, we must help our clients keep an eye on the total project costs—not just the costs associated with the work being designed for construction. A thorough understanding of the existing building and sites and a quality set of construction documents are the best defense against change orders. Change orders typically fall under (4) categories with associated % of all change orders:

- Owner-driven (60%)
- Unforeseen (30%)
- Code (5%)
- Errors & omissions (5%)

Wold averages less than 1% change orders on new construction, and less than 3% on renovation projects.

#### errors or omissions

Wold Architects and Engineers has not been involved with any litigation, arbitration, or dispute resolutions filed against the firm, nor are there any current pending claims instigated by either the firm, the firm's clients or consultants, or any government or regulatory agency, including the Occupation Safety and Health Administration and Internal Revenue Service.

#### % of projects completed within original budget

95% of projects are completed on the original established budget and the remaining 5% are completed on the Owner-approved revised budget.

#### value engineering

We are committed to helping our clients maximize the opportunities present in each project within the allocated budget. We believe our reputation is on the line each time we present a budget or estimate to our clients, and for that reason we take a thorough approach to cost management and value engineering.

From the time the initial budget is set, we are continuously working to develop and refine our cost estimates. We will present a cost estimate updated at the completion of each project phase. In between updates, we will keep the county apprised of any decisions that will impact to the budget. Specifically, value engineering is an active budget management process essential to cost management. In an ideal world, we will stay close to the budget at each project milestone; however, Wold never presents a cost estimate that exceeds the committed budget without also presenting strategies for reining in the scope to get the project back on track. If market conditions, increased scope, or other outside factors end up affecting costs; we will promptly meet with our consultant team to begin exploring alternatives.

#### schedule management

The Project Manager is responsible for managing the schedule. Wold will accomplish this by first working to establish a milestone schedule for the project. We will then develop a detailed Outcome Based Agenda for all meetings that we feel are needed to accomplish that milestone schedule.

You'll find that we won't meet just because there is a regular meeting scheduled on the calendar. We meet to make decisions and move projects forward. We will not conclude each meeting until the tasks on the agenda are accomplished. As the project progresses, the Project Manager will monitor the performance and input of all participants to assure that information is available and distributed as required and that tasks are completed in a timely manner.





# GENERAL ITEMS

+ CLARIFICATIONS ON SCOPE OF SERVICES

# PUBLIC WORKS DESIGN



Considering operational concerns from other public works facilities, the following are potential objectives for your public works facilities:

## **vehicle storage and repair**

The relationships of vehicle servicing bays and the required work place equipment creates tremendous opportunities to improve efficiency and productivity of your operations.

- Work-flow enhancement
- Environmental controls/Indoor air quality
- Safety and security concerns
- Equipment & tool coordination
- Clarity of circulation
- High durability for 24/7 use

## **staff support**

The staff support areas need to reflect anticipated needs. The spaces include breakrooms, restrooms, locker rooms, meeting rooms—spaces that are shared among staff and often used for multiple purposes:

- Anticipated needs / changing demands
- Future facility user changes
- Changing workload requirements
- Facility security
- Employee productivity enhancements

## **storage**

Storage areas for material, equipment, and tools, must be designed to efficiently meet multiple needs for all types of situations.

- Appropriate storage space for salt, gravel, etc.
- Heated/cold storage for vehicles and equipment
- Focus on access and security

## **public vs. staff**

Delineation between areas meant for staff and those meant for public.

- User-friendly reception area with good sight lines
- Clear orientation
- Secure access to staff spaces

## **office / administration**

The design of office space must provide appropriate workspace for all users, as well as addressing future growth and changes.

- Appropriate and efficient work space
- Access for users
- Flexibility for future growth and technology
- Ability to change composition

# WHY WOULD?



We greatly appreciate the opportunity to present our firm, our beliefs, and our process for your consideration.

## **everything we do focuses on listening to you to achieve your long-term goals**

We have no preconceived agenda for what we think your project should be. We believe our job is to ask the right questions to understand all of your needs, and bring innovative solutions to solve those challenges.

No other firm has as many tools and processes focused specifically on gaining feedback and input to guarantee your involvement and ownership at every stage of the process.

Our services are not limited to a set number of meetings or hours for a given phase or task. They are full service and inclusive of anything necessary to make the project a successful experience for you.

## **our approach considers the big picture**

We understand how decisions you make now may limit future opportunities to adapt and change. Our process focuses on asking questions not just for today, but for the future.

We work with dozens of public sector clients to give you greater insight on how others are handling similar situations and to inform your decision making process.

## **our focus on building relationships gives us a different motivation**

When we develop a new relationship, we expect it to last for many years to come. With this in mind, we take a more cautious approach in considering the implications of every step we take and its impact on your community and future stake holders.

We don't disappear when the project is over. We intend to be around long after the project is over to help with any on-going issues, future planning initiatives, or facility questions—whatever you might need.

---

WE ARE EXCITED ABOUT THIS OPPORTUNITY.

OUR GOAL IS FOR YOU TO BE SUCCESSFUL!

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# REQUIRED FORMS

FOR THE 2015-2016  
SCHOOL YEAR  
FOR THE  
SCHOOL YEAR  
2015-2016  
FOR THE  
SCHOOL YEAR  
2015-2016



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

ATTN: Jen Tierney Hammer  
Lead Contract Specialist  
RFP-JTH 2019.306

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



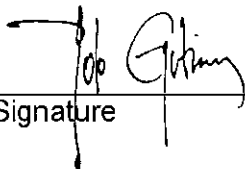
Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
CONTRACTOR'S 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.

Wold Architects & Engineers  
\_\_\_\_\_  
Contractor Name

Job Gutierrez  
\_\_\_\_\_  
Printed or Typed Name

  
\_\_\_\_\_  
Signature

Principal-in-Charge  
\_\_\_\_\_  
Title

2/19/19  
\_\_\_\_\_  
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

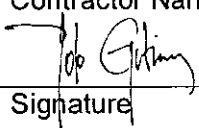
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

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): 1, 2

Wold Architects & Engineers	2/26/19
Contractor Name	Date
	Job Gutierrez
Signature	Printed Name
Principal-in-Charge	
Title	
1553 Platte Street, Suite 201	
Address	
Denver, CO 80202	City & County of Denver
City, State, Zip Code	County
303 928 8800	303 928 8801
Telephone	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:

<b>Company Name</b>	<u>Ramsey County</u>
<b>Address</b>	<u>121 7th Place East, Suite 4000, St. Paul, Minnesota, 55101</u>
<b>Reference Name</b>	<u>Carol Morphew, Project Manager</u>
<b>Reference Email Address</b>	<u>carol.morphew@co.ramsey.mn.us</u>
<b>Telephone Number</b>	<u>651 266 2260</u>
<b>Project Name</b>	<u>Finance Department Tenant Improvements</u>
<b>Value</b>	<u>\$ 556,000</u>

<b>Company Name</b>	<u>Rice County</u>
<b>Address</b>	<u>320 3rd Street NW, Faribault, MN 55021</u>
<b>Reference Name</b>	<u>Jake Rysavy, Parks &amp; Facilities Director</u>
<b>Reference Email Address</b>	<u>jrysav@co.rice.mn.us</u>
<b>Telephone Number</b>	<u>507 332 6105</u>
<b>Project Name</b>	<u>Government Center Additions/Renovations</u>
<b>Value</b>	<u>\$ Est. \$7.3 M</u>

<b>Company Name</b>	<u>JeffCom</u>
<b>Address</b>	<u>433 Allison Pkwy, Lakewood, CO 80226</u>
<b>Reference Name</b>	<u>Jeff Streeter</u>
<b>Reference Email Address</b>	<u>jeff.streeter@jeffcom911.org</u>
<b>Telephone Number</b>	<u>303 472 4180</u>
<b>Project Name</b>	<u>JeffCom Office Relocation</u>
<b>Value</b>	<u>\$ 1.5 M</u>



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

**REQUEST FOR PROPOSAL  
TERM OF ACCEPTANCE FORM**

Request for Proposal # JTH-2019.306

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) None

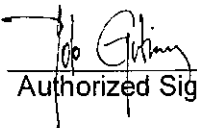
2) \_\_\_\_\_

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.

Wold Architects & Engineers

Contractor Name

  
Authorized Signature

Job Gutierrez

Printed Name

Principal-in-Charge

Title

2/26/19

Date



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

## Addendum #1

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Addendum Issue Date: February 7, 2019  
RFP Number: RFP-JTH-2019.306  
RFP Title: Architectural Design Services  
For County Wide - General Purpose Design

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The intent of this Addendum is:

- To schedule another Mandatory Pre-Proposal Conference.
- Change the due Date for the questions and RFP.

### Change Details

- 1) Due to the inclement weather on February 6, 2018 and the closure of the County at 2:30 p.m. the County will be adding another pre-bid for the Architectural Design Services for County Wide - General Purpose Design. The second pre-bid is scheduled for February 12, at 9:00 a.m. at the Government Center, Conference Center 4430 South Adams County Parkway, Brighton, Colorado 80601. **If you attended the first pre-bid and signed in you do not have to attend this one.** Those planning on attending the second pre-bid must RSVP to me at [jtierney@adcogov.org](mailto:jtierney@adcogov.org) by 4:00 p.m. Friday February 8, 2019.

- 2) Please note the following date changes:

Questions due by 2:00 p.m. Thursday February 14, 2019.

Addendum will be issued by February 20, 2019

Proposals will be due by 2:00 p.m. on February 27, 2019

END OF ADDENDUM #1

**2019.306 Professional Design Services – General Business**

**The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.306.**

1. Page 17, iv. "Provide a list of proposed sub-consultants, identify how they will incorporate into the team organizational chart..." Do you need resumes for each discipline listed on page 18-19 or can they just be included on the list of sub-consultants?

Response: *Intent is to provide a list of subconsultants. Supporting resume for each firm may be provided, at 1 additional page for each discipline.*

2. Do you have a rough idea of the square footage for any of the potential projects?

Response: *Square footage may vary greatly depending on the project, and may not be an accurate representation of each project scope. Specific to the request: Government Center: 325,000 total square feet / project may impact 25% to 50%*

3. I understand the Pricing Form 2019.306 must be submitted in a separate sealed envelope. Should the (1) Clarification Page, Summary of Qualifications page and Hourly Rates for the Prime and Sub-Consultants also be included in the sealed envelope?

Response: *Clarification Page and Summary of Qualifications should be included with the Proposal. Hourly Rates are part of the Fee Proposal and should be included in the separate envelope with the Fee Proposal.*

4. Should Sub-Consultants complete a Pricing Form 2019.306?

Response: *No. Fee Proposals are intended to be inclusive of entire team fee schedule. Hourly rates for sub consultants are acceptable for added scope.*

5. Where would you like me to include the Not-to-Exceed percentage markup for Sub-Consultant's work?

Response: *For Fee Proposal requested items, if not on the Form of Proposal, those additional items, such as percentage mark-up, shall be included with the T&M / Hourly Fee structure.*

6. Are the following forms to be included in the submittal? If so, where would you like them to be placed?
  - Contractor's Certification of Compliance
  - Contractor's Statement
  - Reference Form
  - Term of Acceptance Form

Response: *All of those items may be included as Required Forms in the Proposal.*

**2019.306 Professional Design Services – General Business**

**The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.306.**

7. Do Sub-Consultants need to complete a Reference Form?

Response: *No – this is not required.*

8. Is there any potential for ground up work or is the scope confined to tenant improvement?

Response: *There is potential for ground-up, tenant improvement, major maintenance, exterior and interior based projects.*

9. In the scope of work section III.f Firm's Qualifications, the RFP requires we list all similar and relevant work completed in the last ten years. We cannot fit a list of all relevant work in the eight page format provided however. Please provide guidance. Can the requirement be refined to include a select number of projects, rather than requiring all projects?

Response: *The Summary of Qualifications page is for the accumulated experience to be provided for the past 10 years. Examples of projects/references are not to be provided for each of those projects, but for a sampling of projects most similar to the defined scope in the RFP. Quantities are not limited, but proposal sections shall be within the page limits identified.*

10. Page 5 states "Please provide two copies of submitted pricing in a sealed clearly marked envelope" and page 16 requests 8 submittals of each proposal. Could you please verify the number of copies of the bound proposal and separate sealed pricing needed?

Response: *Please provide the copies as defined in the RFP. Two(2) copies of the Fee Proposal in a separate sealed envelope; and Eight (8) Hardcopies of the Proposal.*

11. In the sample contract on page 30, the insurance requirements listed for Commercial General Liability, each occurrence as \$2,000,000. We have a \$1,000,000 each / \$2,000,000 General Aggregate CGL policy and a \$2 million umbrella. Will this be acceptable?

Response: *Please provide the insurance as requested in the RFP, or propose your alternate as part of the proposal.*

12. Do we need to complete the following forms: Contractor Certification of compliance, reference form, or the term of acceptance form?

Response: *Please provide all forms as requested in the RFP.*

**2019.306 Professional Design Services – General Business**

**The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.306.**

13. Throughout the agreement, the terms "Guarantee, Warranty, Warrant , Certifications, Certify" are used. {We are} unable to provide any Guarantee, Warranty, Warrant , Certifications, Certify and we would need to exclude and / or revise these terms to achieve a workable agreement.

*Response:*     *We can revise guarantee/warranty language. Please include any clarifications with the Proposal specifically related to the Sample Agreement. In any case, Adams County respects the business decision of each Vendor on whether or not to submit a proposal under these clarifications.*

14. On page 30 of 41, Article 7 Indemnification: Our insurance provider would not insure this project with the clause as stated, which would make this an uninsurable agreement. To pursue this project, we would request modifying this paragraph to ..."result of the Contractor's negligent performance or failure"...

*Response:*     *Yes we can add negligent. Please include any clarifications with the Proposal specifically related to the Sample Agreement. In any case, Adams County respects the business decision of each Vendor on whether or not to submit a proposal under these clarifications.*

15. On page 32 of 41, (Article 7 Indemnification or (5. Insurance:?) "Contractor shall be liable for actual and consequential damages to the County. Revise to: "Contractor shall be liable for actual and mutual exclusion of consequential damages to the County ."

*Response:*     *This section cannot be altered.*

***End of Addendum 1***



colorado | minnesota | illinois

Exhibit B

# WOLD ARCHITECTS & ENGINEERS

## PROPOSED FEE

Architect's Fee for Design and Construction Administration

Architect's Fee for Construction Management

Architect's Fee for Construction Management





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

**REQUEST FOR PROPOSAL  
PRICING FORM: 2019.306  
Architectural  
(Submit in separate marked sealed  
envelope)**

**Form of Proposal / Fee Breakdown:**

Break down the fee proposal as a function of construction cost. Services shall be all inclusive for the percentage identified, for that scope of work. Contractors may also provide their own ranges of cost based on Construction Cost:

<b><u>Anticipated Constr. Cost</u></b>		<b><u>Up to \$1M</u></b>	<b><u>\$1 to \$5M</u></b>	<b><u>\$5M and over</u></b>
<b>Proposed Ranges:</b>		<b>Up to \$ _____</b>	<b>from \$ _____ to \$ _____</b>	<b>\$ _____ and over</b>
PRE-DESIGN:		_____ .43 %	_____ .40 %	_____ .37 %
DESIGN:	SD	_____ .85 %	_____ .80 %	_____ .76 %
	DD	_____ 1.71 %	_____ 1.62 %	_____ 1.51 %
	CD	_____ 3.42 %	_____ 3.22 %	_____ 3.02 %
		<i>(Includes Bidding &amp; Permit Documents and Coordinated Construction Documents)</i>		
CONSTR. ADMIN.		_____ 2.14 %	_____ 2.01 %	_____ 1.89 %
		<i>(Includes Bidding &amp; Closeout)</i>		
REIMBURSABLES		_____ .40 %	_____ .35 %	_____ .30 %
<b>GRAND TOTAL</b>		_____ 8.95 %	_____ 8.4 %	_____ 7.85 %

**Additional Certifications:**

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

**Fee Proposal Clarifications:**

- All Bids must be furnished exclusive of taxes.
- Reimbursable expenses shall be a Not-To-Exceed value billed only as expended.
- Special services may be requested by the County for work not included in this project, or as needed for Concepts, Studies, Renderings, etc.. 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.

Job Gutierrez, Principal

Name and Title Printed

Signature

2/26/19

Date

# FEE PROPOSAL

## DESCRIPTION & CLARIFICATION TO FEE & FEE SCHEDULE

**all inclusive services**

Wold believes in establishing trusted, long term relationships with our clients. We understand that building trust takes time and shared experiences together. As a professional service provider we also believe in no surprises. In proposing fees, we attempt to determine the challenge ahead and present a fair fixed fee that we believe will provide the required service.

We do not limit the number of meetings in our fixed fee, we are committed to a successful project outcome and believe limiting the number of meetings we attend is too restrictive. We will be there for you when and as often as you need.

**reimbursable expenses**

Wold proposes that reimbursable expenses would be billed “at actual rate” without mark-up. Items excluded from the base fee that would be billed as reimbursable expenses would be as follows:

- Mileage
- Reprographics
- Postage & shipping
- Telecommunications
- Bid set printing
- Large-format color printing for public presentations (as requested by owner)
- Out-of-state travel and accommodations (as requested the owner)

Other items excluded from the base fee that would be the responsibility of the owner to provide include:

- Topographical survey
- Private utility locates
- Soil borings and geotechnical analysis
- Construction testing and inspections
- Commissioning
- Hazardous material testing and/or remediation
- LEED Certification Services

**wold | architecture**

Principal	\$210.00
Project Manager/Associate	\$180.00
Lead Mechanical Engineer	\$180.00
Lead Electrical Engineer	\$180.00
Engineering Staff	\$120.00 - \$160.00
Architectural Staff	\$100.00 - \$150.00
Administrative Staff	\$75.00

**additional services**

Our proposal includes all services requested. As always, Wold Architects and Engineers commits to complete the effort—whatever it takes—with our proposed fee. We will not be happy until you are happy.

**not-to-exceed mark up**

We propose a mark-up on sub-consultants of 20% to cover management, coordination, and insurance for these types of projects.

# FEE PROPOSAL

## HOURLY RATES OF SUB-CONSULTANTS

### bkbm engineers | structural

Senior Engineer	\$230.00
Engineer	\$85.00 - \$ 200.00
Designer Manager	\$130.00 - \$170.00
Designer	\$80.00 - \$110.00
Clerical	\$70.00
Accounting	\$130.00

### cator ruma | mechanical & electrical

Principal/Consultant	\$195.00
Senior Associate	\$170.00
Associate	\$160.00
Project Manager/ Senior Engineer	\$140.00
Engineer	\$115.00
Contract Administration	\$125.00
Senior Designer	\$115.00
Designer	\$100.00
CAD/Revit Operator	\$90.00
Administration	\$70.00

### jva | civil

Principal	\$168.00 - \$200.00
Senior Project Manager	\$152.00 - \$164.00
Project Manager	\$128.00 - \$140.00
Senior Project Engineer	\$120.00 - \$124.00
Project Engineer	\$112.00 - \$116.00
Senior Designer	\$116.00 - \$128.00
Design Engineer	\$108.00
CAD Designer	\$108.00
Administrative Support	\$100.00 - \$132.00

### flow design collaborative | landscape

Principal	\$135.00
Project Manager	\$110.00
Senior Landscape Arch.	\$95.00
Landscape Architect	\$80.00
Intern Landscape Designer	\$65.00
Irrigation Designer	\$75.00
Administration	\$55.00

### loeffler | cost estimating

Cost Consultant	\$140.00
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colorado | minnesota | illinois