ADAMS COUNTY MASTER PROFESSIONAL SERVICE AGREEMENT ON-CALL JUSTICE ARCHITECTURE SERVICES

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 2019.307 and the Consultant's response to the RFP 2019.307 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. <u>Emergency Services:</u> 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. <u>RESPONSIBILITIES OF THE COUNTY:</u> 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. <u>Term of Agreement:</u> 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 negligent performance or failure to perform pursuant to the terms of this Agreement or as a result 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 Clam:

\$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. <u>Proof of Insurance:</u> 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. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that 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.<u>OSHA:</u> 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. <u>Assignability:</u> 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

party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
 - 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
 - 2) Immediately upon hand delivery; or
 - 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Government, Facilities & Fleet

Management

Contact: Sean Braden

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80602 Phone: 720.523,6003, 303,637,8039

E-mail: sbraden@adcogov.org

Department: Adams County Purchasing

Contact: Jen Tierney Hammer

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

Phone: 720.523.6049

E-mail: jtierney@adcogov.org

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

Phone: 720.523.6116

Consultant: DLR Group, Inc. Contact: Edward Bledowski, AIA

Address: 1401 Lawrence Street, Suite 1000 City, State, Zip: Denver, Colorado 80202

Phone: 720.904.0440

E-mail: ebledowski@dlrgroup.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. <u>Severability:</u> If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. <u>Authorization:</u> Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 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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County Manager	
FAMILL.	5.7.2019
Raymond H. Gonzales	Date
DLR Group Inc.	
Signature	y/39/19/ Date
EDWARD BLEDOWSKI	PRESIDENT
Printed Name	Title
Attest: Josh Zygielbaum, Clerk and Recorder	OH AMM OK Deputy Clerk
Approved as to Form: Adams County A	ttorney's Office
NOTARIZATION OF CONTRACTOR'S SIGI	NATURE:
COUNTY OF DEVIVEY	_)
STATE OF <u>Colorado</u>)\$S.
Signed and sworn to before me this 30th	day of April , 2019
by Jeanni Dianne States	JEANNIE DIANNE STATES NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164042023 My Commission Expires 11-02-2020
Notary Public	

My commission expires on: November 02, 2020

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

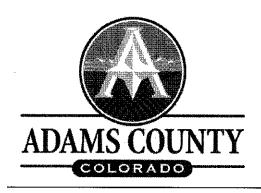
CONSULTANT'S CERTIFICATION OF COMPLIANCE

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:		
DLR らたらよう Company Name	<u>ধ/ ১০/19</u> Date	
Egur/ Page ?. Signature		
Name (Print or Type)		
PRESIDENT 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



REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date:

January 30, 2019

RFP Number:

RFP-JTH-2019.307

RFP Title:

ARCHITECTURAL DESIGN SERVICES FOR COUNTY WIDE - JUSTICE DESIGN

Pre-Proposal Meeting:

MANDATORY on February 6, 2019 at 3:00pm

Adams County – Government Center Conference Center 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: <u>itierney@adcogov.org</u>

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

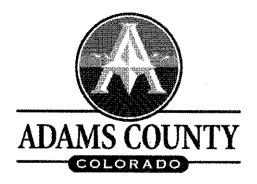
Standards

Attachment 2-Design and Construction

Handbook

Attachment 3-Contract Document

Standards



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 for various Adams County Locations.

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 2019.307

- 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 3:00 pm at the Government Center, Conference Center Platte River A 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(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.
- 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.

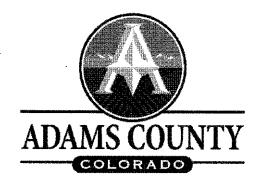
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- 5.5 Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County 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.
- 5.7The 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, itierney@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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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

- 71.1. 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.
- 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;

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- 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.

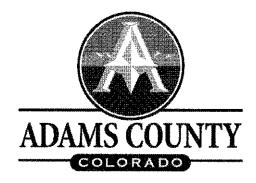
11. ELIMINATION FROM CONSIDERATION

- 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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SCOPE OF WORK

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 specific to justice type functions at various facilities county wide. Facilities included as examples may be, but are not limited to: Detention Facility (Jail); Court House; District Attorney's Building; Probation; and miscellaneous justice service facilities and satellite locations. 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 General Practice/Purpose (business, commercial, shops, etc.) but may include satellite 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: Detention Facility growth or rehabilitation strategy; renovation of existing Justice facilities; 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 <u>each</u> 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)
 - History and Business Profile
 - 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 <u>not</u> 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 to the Project. List all similar and relevant government facility projects (based on size, cost, or scope), which your firm or yourself is presently engaged or has completed in the past 10 years. Include general descriptions of the projects, name of County's, County's contact persons, addresses, email, and telephone numbers. Adams County may visit the sites to view quality of work.

- 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 Firm proposes to provide 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. Customerdirected 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(s) are 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.

<u>Professional Design and Consultation Services by Stage/Phase:</u> 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.
- 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 reserves to award this RFP to one or more qualified firms.

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 Mandatory Pre-Proposal Meeting Proposals Due Anticipated Award Individual Project Awards January 2019 January2019 February2019 March 2019 TBD – As Needed

PROJECT BUDGETS:

As of the time of this RFP, potential projects include (all Scope of Work and Budgets still To Be Determined):

Detention Facility: Renovation/Growth Planning
 Probation: Satellite Location Planning

• Justice Center: Campus Master Planning / Next Steps

EVALUATIONS:

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

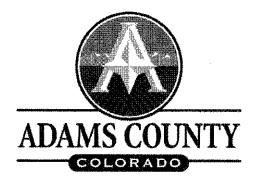
- a. Professionalism: May include proposal's appearance, presentation, completeness, accuracy, following instructions, and responsiveness.
- b. Understanding of the Project: May include the understanding of the project, scope of services and work plan, scheduling and planning, and services provided.
- 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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REQUEST FOR PROPOSAL PRICING FORM: 2019.307 Architectural (Submit in separate marked sealed envelope)

\$5M and over

_ and over

Form of Proposal / Fee Breakdown:

Anticipated Constr. Cost Up to \$1M

Up to \$___

Proposed Ranges:

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:

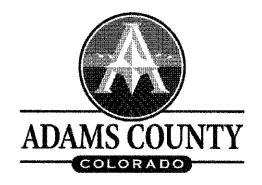
\$1 to \$5M

PRE-DESIG	SN: _	<u>%</u>	<u>%</u>	%
DESIGN:	SD _	<u>%</u>	<u>%</u>	<u></u>
	DD _	%	<u>%</u>	<u></u>
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CONSTR. A		<u>%</u>	<u>%</u>	%
(Includes Bide	ding & Closed	out)		
REIMBURS	ABLES 🛴	<u>%</u>	<u>%</u>	%
GRAND TO	TAL	%	%	%
GIVAND 10	. <u>'</u>			
Additional Certific	ations:			
		antee the personnel proj	oosed for this project:_	YesNo
Fee Proposal Clar		- (
		ed exclusive of taxes. shall be a Not-To-Exce	ad valua billad anly as	
		e requested by the Co		
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				
		percentage markup fo		
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.				
plader is se	iected on tr	is bia, including for pe	rsonnel promotions.	
Name and Title Prin	nted	 Signature		Date
	itou	Olgitatule		Date
Doc#4725870v3		Page 21 of 41	RI	FP-JTH-2019.307

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 Informat	ion:			
Current Name of Firm:		Place of Incorporation	n:	
Other Names / Previous Names:			, mil	
Type of Business:		Number of Years in E	Business:	
Number of Employees:Please Pro		Number of Local Emport Local Employees O		
Principals/Executives:	VP/Directors:_	Projec	et Managers:	
Architects:	Engineers:	Suppo	ort 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 with spo	ecific focus on Justi	ce functions:		
Total number of Projects with spe	ecific focus on Cour	thouses:		
Total number of Project with spe-	cific focus on Jails	/ Prisons:		
Number of Projects Valued <u>\$0</u> to <u>\$1,000,000</u> in Construction Cost:				
Number of Projects Valued \$1,00	00,000 to <u>\$5,000,0</u> 0	00 in Construction Cos	st:	
Number of Projects Valued \$5,000,000 and over in Construction Cost:				
Value of Work Currently Under C	Contract:	·	\$	
Number of Projects completed with prime Sub-consultant(s): (for Subcontractors – indicate # of projects completed with the Design Lead)				
Note: Adams County reserves information described above or narratives, references or similar Firm in the identified project.	as provided in the I	Proposal. Proof shall	consist of descriptions,	
Verification of Qualifications S	Summary:			
Name and Title (Printed)	Signatu	ure	 Date	



REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

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

Mailing Address:

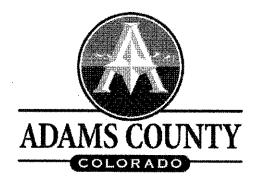
Adams County Government Center Purchasing Division C4000A 4430 South Adams County Parkway Brighton, CO 80601

Hand Deliveries accepted:

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

ATTN: Jen Tierney Hammer Lead Contract Specialist RFP-JTH 2019.307

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

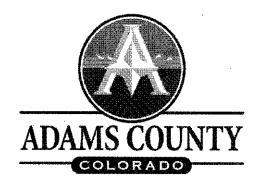


REQUEST FOR PROPOSAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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		
	<u> , () </u>	
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.



REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

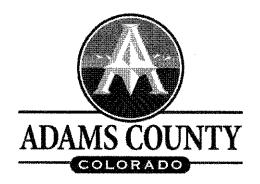
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

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
A Company of the Comp	
Signature	Printed Name
to a second seco	
Title	
Address	
· · · · · · · · · · · · · · · · · · ·	
City, State, Zip Code	County
Telephone	Fax
Email	

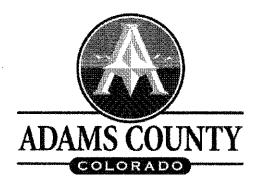


Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

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:

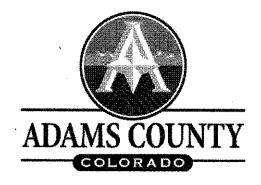
•	A control of the cont
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Address	
Reference Name	
Reference Email Address	
Telephone Number	
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Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Value	\$



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

REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM.

Request for Proposal #		
, 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)	And the second s	
2)		
3)		
understand that the modification stated a ourposes only and that Adams County rese negotiate any and all proposed modification to	erves the right to accept, reject or further	
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.

0	Each Occurrence	1 D	\$2,000,0
0	General Aggregate		\$2,000,0
0	Umbrella		\$2,000,0
			չ ሰብ 🌲

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

Bodily Injury/Property Damage
 Personal Injury Protection
 Workers' Compensation Insurance:

 \$1,000,000 (each accident)
 Per Colorado Statutes
 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 \$2,000,000General 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 Éngineering 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 falls 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

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Contractor shall be liable for actual and consequential damages to the County.

- 7.1. <u>Licensed Insurers:</u> 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. <u>Proof of Insurance:</u> 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. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that 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:

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. 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 seg ("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

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- 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	
oignaturo -	- Danc	
Printed Name	Title	
Attest:		
Stan Martin, Clerk and Recorder Del	puty Clerk	-
Approved as to Form: Adams County	y Attorney's Office	
NOTARIZATION OF CONTRACTOR'S	SIGNATURE:	
COUNTY OF		
STATE OF)SS.	
Signed and sworn to before me this_	day of	, 2017
by the same of the		
	,	
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	te .	
Signature		
Name (Print or Type)	TERMINE TO THE PERSON OF THE P	
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

2019.307 Professional Design Services – General Business The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.307.

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?

<u>Response:</u> 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?

<u>Response:</u> 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. Section II of the RFP Scope of Work (and the associated Pricing Form) notes the requirement to submit "pricing" in a separate sealed envelope. Can you please confirm the information that is being requested on the Pricing Form, specifically, what is desired for "Proposed Ranges", for each of the provided 3 tiers of project scale? Does this essentially equate to an average overall fee % (or percentage range) based on the 3 tiers of project value? Additionally, instructions in part II of the Scope of Work mentions the requirement to submit separate pricing forms dependent on your selected discipline. Would it be possible to clarify this specific note further?

<u>Response:</u> Proposal Ranges are intended to be an average percentage (%) of the total project and/or construction cost. This percentage shall include all disciplines (full team) for general scope of services as described in the RFP.

The part II identification of forms separate dependent on discipline is a typographic error. Please disregard this statement.

4. Understanding this is a 3 year contract (2 year with a 1 year option to renew), will the selected team have the opportunity to revisit standard billing rates annually, or will the initial billing rates be required to remain in effect for the length of the contract?

<u>Response:</u> Intent is to maintain the billing rates as identified. If there is desire to revisit rates on an annual basis, please provide that in the Fee Proposal, along with the anticipated Not To Exceed increase rate.

5. To confirm, a Geotechnical firm is not required to be included as a part of the overall proposed team, rather we only need to include the capability necessary to "review" geotechnical information provided by the County. Is this an accurate statement?

<u>Response:</u> The assumption provided in the question is correct.

2019.307 Professional Design Services – General Business The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.307.

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

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

7. 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?

<u>Response:</u> 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.

8. 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?

<u>Response:</u> 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.

9. 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?

<u>Response:</u> Please provide the insurance as requested in the RFP, or propose your alternate as part of the proposal.

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

<u>Response:</u> Please provide all forms as requested in the RFP.

2019.307 Professional Design Services – General Business The purpose of this addendum is to answer all submitted questions for RFP JTH-2019.307.

11. 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.

<u>Response:</u> 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.

12. 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"...

<u>Response:</u> 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.

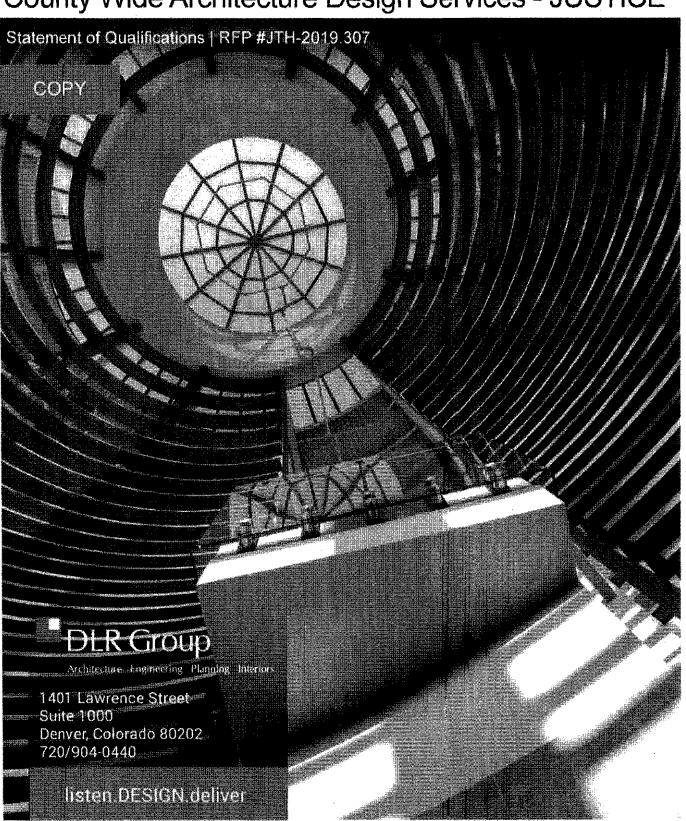
13. On page 32 of 41, (Article 7 Indemnification or (5. Insurance:?) "Contractor shall be liable for actual and consequential damages to the County. Revise to: "Contractor shall be liable for actual and mutual exclusion of consequential damages to the County."

Response: This section cannot be altered.

End of Addendum 1

: Adams County

County Wide Architecture Design Services - JUSTICE



Elevate ine Eliman Exoerience inrollon Design

listen DESIGN deliver.

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FEE PROPOSAL CONTAINED UNDER SEPARATE COVER



Principal - Provides general oversight	\$235.00
Sr. Professional - Direct day-to-day management	\$175.00
Professional Staff - Directly involved with the contract	\$145.00
Professional Support	\$115.00
Technical Staff - CAD and other technical services	\$100.00
Admin Support	\$ 75.00

^{*}DLR group is a full service architectural and engineering firm. The above rates apply to all architectural, engineering, and associated support staff in providing the list of services available.

Fees for justice projects can be in the range of 10-12% of the construction cost where there is new shell construction, remodel scope and complex phasing. We typically base our fees on the work scope for each individual project rather than the anticipated construction cost. Construction cost fee basis can be a metric for a fee comparison but can often result in a fee that is too high or too low. Our fee ranges are based on the a 10-12% listed in this proposal. The range is divided into a percentage of the total design fee for each design milestone. Reimbursable costs are estimated as a separate not to exceed fee and will vary depending on the size of the project.



February 19, 2019

Adams County Government Center Conference Center Platte River A 4430 South Adams County Parkway Brighton, CO 80601 ATTN: Jennifer Tierney Hammer Contract Specialist RFP-JTH 2019.307



Subject: Re: RFP-JTH-2019.307 Architecture Design Services for County Wide - Justice Design

Dear Ms. Tierney Hammer and Members of the Selection Committee:

DLR Group understands the importance of Adams County Justice Design Services RFQ. As part of the community since 1989, our goal is to help you see the future and then work with you to attain your vision. We believe that successful projects are built on close and interactive relationships with the owners and users of facilities. Together, we will develop the optimum solution to meet the County's needs now and in the future. Our Statement of Qualifications highlights the following:

Local Expertise. Experience can't be underestimated in the ability to successfully lead and expedite municipal projects. DLR Group is recognized as the country's leading justice designer working with cities and counties coast-to-coast. Our judicial design capabilities are strengthened by our experience in realizing built solutions. As a result, our proposals reflect within-budget "buildable" solutions - not bookshelf ideas. Adams County will directly benefit from the collaborative and hands-on leadership of the design and management team that has over 80 years of cumulative planning, programming, and architectural experience for all types of municipal facilities.

The Core Team is the backbone of this process. For Adams County it is made up of six individuals:

- Principal In Charge Edward Bledowski, AIA
- Sr. Associate, Senior Project Manager Kyle Yardley, AIA
- · Sr. Associate, Senior Project Architect Tom Roth, AIA
- Principal, Space Planning Leader Amy Hoffman, NCIDQ
- · Principal Engineering Leader Jon Rasmussen, PE
- · Principal Environmental Leader Prem Sundaharam, AIA

For this Project, Ed Bledowski, AIA will be your day to day contact:

Edward Bledowski, AIA phone: 720/904-0440 ebledowski@dlrgroup.com

We Have the Right Approach. Our approach will foster structured decision-making and will create an open and collaborative team environment that includes all users and stakeholders. Forming a partnership with local communities is critical for success. Communication and integrated teamwork is at the root of our approach. Our integrated approach ensures that informed decisions and planning goals are reached. We will focus on what you tell us and process this information into the end product. The benefits of our integrated approach to Adams County include increased efficiency and effectiveness as our team has experience working together. Above all, we listen!

We have a Commitment to Quality. Our Statement of Qualifications will describe in detail DLR Group's systems and processes in place to ensure quality control for all aspects of your project - technical completeness and coordination, schedule management, and cost management. The benefit to Adams County is our commitment to client service, design excellence and technical quality control. Together, we will help you successfully realize your vision. A collaborative, fiscally responsible, and "buildable" solution will be developed.

We are encouraged and look forward to continuing our relationship with Adams County.

Sincerely,

DLR Group

Édward Bledowski, AIA Principal in Charge

Denver / Colorado Springs and locations worldwide

Project Name: Anapahoe County Justice Center Long-range Master Plan Location: Englewood, CO

Principals in the Firm - Colorado

Bob Binder, AIA, LEED AP BD+C
Edward Bledowski, AIA
Angela Castleton
Greg Cromer, AIA
Audrey Koehn, ASID, LEED AP
Pamela Loeffelman, FAIA, LEED AP
Jon Rasmussen, PE, LEED AP BD+C
John Weiskopf, PE, SE
Amy Hoffman, NCIDQ, LEED AP
Jessie Johnson, AIA LEED AP
Maggie Flickinger
Stu Rothenberger, AIA
Vicki David, AIA

General Firm Information

DLR Group believes integrated design is the practice of early collaboration in order to produce sustainable design excellence.

DLR Group is an integrated design firm providing architecture, engineering, planning, and interior design services. At the core of an integrated design firm are collaborative, interdisciplinary teams composed of all project life cycle stakeholders. These teams champion true collaboration, open information sharing, shared risk and reward, value-based decision making, and proficient use of technology to elevate design. The outcome is sustainable design of a high performance building for a sustainable future.

DLR Group has had offices in Colorado since 1989 and is a Colorado Corporation. We continue to grow, with 85+ integrated design specialists and counting in Colorado, supported by more than 1,200 professionals in 30 offices located across the United States and in Shanghai, Nairobi, and Dubai. The people with whom you work are directly backed by the firm's entire resources, enabling us to immediately and effectively scale our team to meet your needs.

As a 100% employee-owned firm, our people are uniquely committed to responsive service and innovative design as a driver of success. Our regionally based leadership structure ensures that while we call on our national experience base when it provides value, we are committed to building meaningful relationships with Colorado clients.

By collaborating with our partners, DLR Group's Justice Design Experts don't just follow trends - we test and set new benchmarks for excellence.

We dig deeper than the simple question of "What kind of facility do you need?" We partner with federal, state, county, and local agencies to pose the critical questions that define the spirit of judicial architecture that can help improve the safety and well-being of communities. Research, past ideas and experiences inform our approach for the future, allowing us to create spaces that enhance opportunities across a spectrum of landscapes. From small, rural communities to sprawling urban metropolises, DLR Group is a committed partner in shaping the future of justice services in many cities across the world by helping to provide facilities that promote positive experiences. Clients continue to choose DLR Group because we are knowledge-partners here for the right reason: to elevate behavioral, environmental and social betterment, resulting in healing, equity, and transformation for the Individual and community.

1,200+ Reach 14 14 Globally Yo

81+ Professionals In Colorado

Your design team is backed by the resources of the entire firm. This enables DLR Group to scale teams to meet your challenges and deliver specialized expertise to any location whenever and wherever it is needed. Distributed management means the best ideas can come from anywhere, and being 100% employee owned fosters a culture of entrepreneurial innovation.

Locations

Denver
Colorado Springs
Charlotte
Chicago
Cleveland
Des Maines
Honolulu
Houston
Kansas City

Las Vegas Lincoln Los Angeles Minneapolis Memoris Omaña Orlando Phoenix Portland

Riverside Sacramento Scattle Tucson Washington DC Duliar Neirobi Shaughai

Financial Stability

DLR Group is a financially strong, highly capitalized company with no debt.

DLR Group is 100 percent employee-owned firm. We are proud of our financial position and our ability to create value for all our employee-owner shareholders.

In Fiscal 2018, we generated the highest gross revenue in our 53-year history — \$262 million, the fifth consecutive year of growth. The new fees earned increased our backlog to \$208 million, also a record, and the firm remains in a strong financial position for Fiscal 2019.

Globally recognized interiors firm Staffelbach, joined DLR Group, giving the firm a 70-person office in Dallas. DLR Group also opened new offices in Austin, Texas, and Columbus, Ohio during the year

We begin FY2019 with 1,200+ design professionals in 30 offices around the globe.

Audited financials can be provided upon request.

Reference:

Jake R. Holdenried Vice President, Commercial Banking, First National Bank 11404 West Dodge Rd., Stop 4250 Omaha, NE 68154 (402) 602-5396

We're growing stronger together.

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: DLR Group, inc. Place of Incorporation	n: Denver, CO		
Other Names / Previous Names: Dana Larson Roubal and Associates	s, Inc. of Colorado		
Architecture, Engineering, Type of Business: Planning and Interior Design Number of Years in B	Business: 53		
Number of Employees: 1,235 Number of Local Employees Or	oloyees: <u>81</u> nly		
Principals/Executives: 13 VP/Directors: 21 Project	t Managers: 7		
Architects: 21 Engineers: 7 Suppo	rt Staff: 40		
Project Information (through the past 5 years): Provide information indicating projects that the Firm was the prime design major contributor. All quantities shall be through the past 5 years. Total number of Projects with specific focus on Justice functions:	professional or a		
Total number of Projects with specific focus on Courthouses:	18		
Total number of Project with specific focus on Jails / Prisons:	9		
Number of Projects Valued <u>\$0</u> to <u>\$1,000,000</u> in Construction Cost;	6		
Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cos	st:11		
Number of Projects Valued \$5,000,000 and over in Construction Cost:	21		
Value of Work Currently Under Contract:	\$ 24,026,469.44		
Number of Projects completed with prime Sub-consultant(s): (for Subcontractors – indicate # of projects completed with the Design L.)	60		
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:			
Edward A. Bledowski, Principal in Charge	2/19/2019		

Doc #4725870v3 Pa

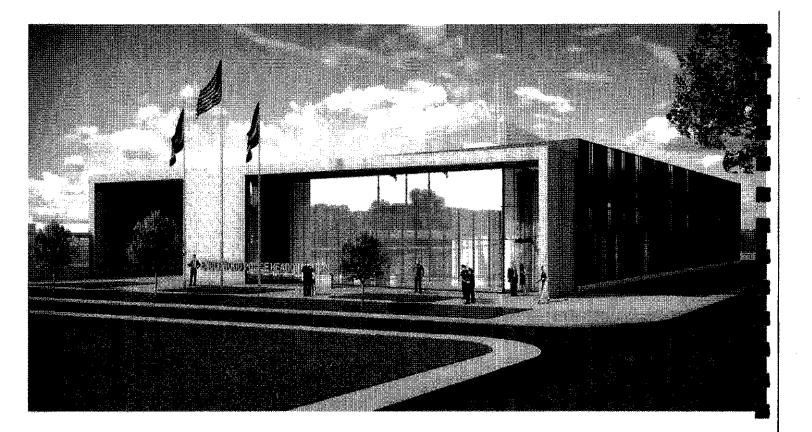
Name and Title (Printed)

Page 22 of 41

Signature

RFP-J1H-2019 307

Date



City of Englewood Police Headquarters

Scope Summary - The City of Englewood Police Headquarters will be a new multi-phased, 56.000SF police operations building with parking that will be constructed on the site in Englewood, CO. The facility is site-planned on the north end of the block to facilitate a move from the adjacent building which will then be demolished and replaced with secured parking supporting police operations.

Design Summary - This challenging site has given us a number of opportunities to address the requirements for a modern police facility and make connections to the surrounding community. While the functional requirements must be met, the overall planning for this project strives to make a pedestrian connection along the Street to a civic plaza adjacent

to the main lobby and building entrance

56,000 SE.

\$20M Budget

DLR Group provided: Programming, full architectural and engineering services, interiors, and construction administration.

DLR Group Team Members On This Project

Estward Bledowski

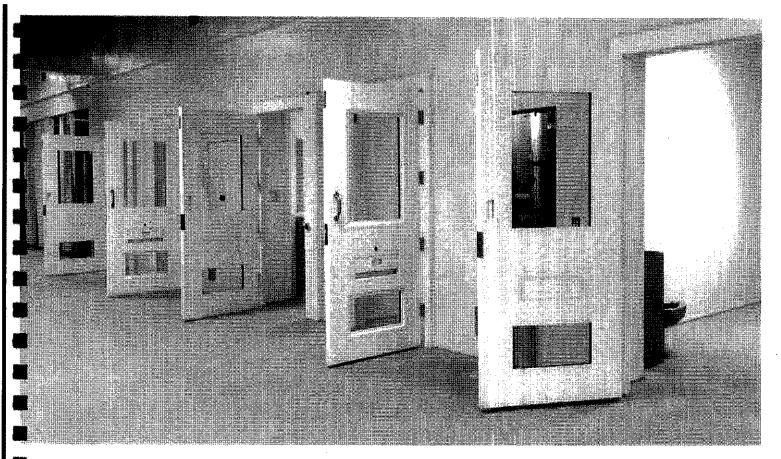
Kyle Yardley

Jon Rasmussen

Client Reference: Deputy Chief Sam Watson Englewood Police Department swatson@englewoodco.gov Internally, the building has 4 primary security zones: Public, Semi-Secure, Secure, and Maximum Secure, with the levels of security generally increasing from east to west (Elati to Fox Street). These interior spaces are connected along a single east west corridor that is bisected by a second corridor. A major circulation core with elevator and monumental stair is placed at this intersection to maximize the circulation efficiency between floors and departmental units.

Within the building, daylighting strategies will be employed to bring natural light into the lower level of the building. Each circulation core will have daylight connections from roof openings to the lower level floor. Additionally, interior office areas will have roof skylights for daylight.

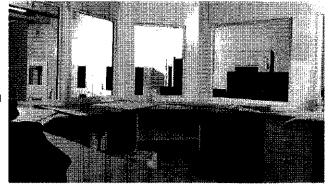
The west end of the building, opposite to the public front, facilitates the operational staging and access into the building by the various police units and staff. The secured parking will support activities for Patrol, SWAT, Investigations, Code Enforcement, Community Services, and other departmental staff.



Adams County Mental Health Unit Renovation

Scope Summary - Complete programming sessions were conducted identifying and discussing each space and the room needed for the operations of the Mental Health Unit. From this space/operations program, a conceptual plan was explored to determine the most secure, operationally and cost effective option. From this conceptual plan, we developed a construction cost estimate model using our in-house cost information database.

Our deliverables were a final detailed program and conceptual space plan with the cost model. In developing this report, we reviewed our findings and recommendations with our internal



engineers for cost effective solutions for HVAC, electrical and security solutions. With this final report's information, the County developed the funding and implementation plan to move the project forward.

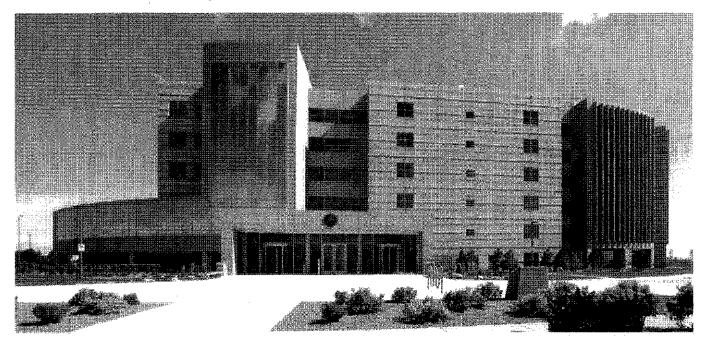
After the preparation of this comprehensive report and draft review by County staff, our team attended a meeting to present and review the findings with the County's Executive Group for consensus building, prior to moving forward with the final report and implementation plan.

Reference: Gene Claps gclaps@adcogov.org 303/654-1850

<u>Relevance to Adams County</u>

- Familiarity with Facility
- · Multiple Government Entities
- Secure Site and Building
- Public/Private Separation

Adams County Court Infill

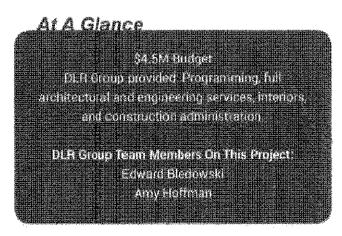


The Adams County Justice Center buildout consisted of shelled out space. This area was shelled out during the original construction of the building for future use and expansion. The primary focus of this expansion was to create a new DA AND CLERK WAITING AREA that was larger and more comfortable for the users. This space included a new area for waiting, DA and Clerk counter, and a tech lounge. In addition to the new waiting area, the design team provided new deputy DA and public offender offices. The design of the new offices focused on getting daylight into the space while maintaining privacy of sensitive information.

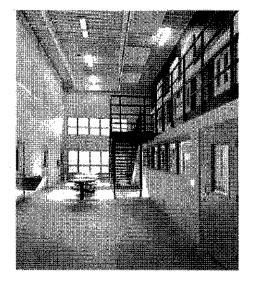
Additional support spaces for the new waiting area were included in the design such as a staff room, open office workstations for staff, and the buildout of ADR rooms and Judges chambers.

Due to the expansion, the team was tasked with converting the previous waiting area to a courtroom.

Lastly, the team also designed and built out a new courtroom and two new small hearing rooms on the 3rd floor with adjacent support areas, including jury deliberation, holding cells, judge's chambers, and courts staff areas.



Client Reference: Mike Goins Director of Facility Planning & Operations Adams County | 720/523-6303



County Jail Projects Completed in the last 5 years



Corrections Projects Completed in the last 10 years





Billion Construction Value of Corrections Facilities Completed

Similar Judicial Centers and Jail Assessments & Master Planning Experience

Arapahoe County Justice Center Long-Range Master Plan, Englewood, CO

Assessment and renovation of existing facility

Adams County Human Services, Westminster, CO

Assessment and renovation of existing facility

Montrose County Jail, Montrose County, CO

Assessment, addition and renovation of existing facility

Federal Correctional Complex Florence Master Plan / Florence, CO

· Campus Master Plan involving 5 separate institutions

Fort Carson Readiness Center Master Plan / Fort Carson, CO

· Campus Master Plan

La Plata County Courthouse Master Plan / Durango, CO

· Facility Master Plan

Multnomah County Facilities Asset Strategic Plan, Portland, OR

County-wide assessment of service and facility deployment

Grant County Justice Facilities Master Plan, Ephrata, WA

Facility Master Plan

Denton County Juvenile Facility Master Plan, Denton, TX

Facility Master Plan

Lucas County Jail Needs Assessment & Master Plan, Toledo, OH

Needs Assessment, Facility Assessments, Programming & Master Plan

Sherburne County Long-Range Facilities Master Plan, Elk River, MN

· County-wide Master Plan for Administration, Law Enforcement, Corrections & Courts

Dakota County Law Enforcement Center Master Plan, Hastings, MN

· Campus Master Plan

Stearns County Government Center Master Plan, St. Cloud, MN

Campus Master Plan

Olmsted County Justice Center Master Plan, Rochester, MN

Campus Master Plan

Benton County Jail Master Plan, Foley, MN

· Facility Needs Assessment and Master Plan

Wright County Jail and Law Enforcement Center, Buffalo, MN

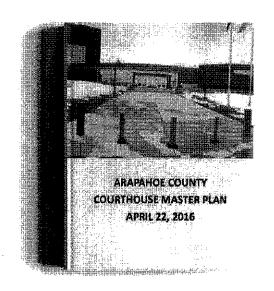
Facility Master Plan

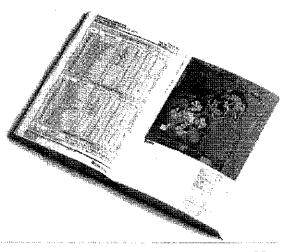
Mower County Justice Center, Austin, MN

· Facility Master Plan

Barron County Justice Center Master Plan, Barron, WI

Campus Master Plan





Team Organization

Your DLR Group team is ready to hit the ground running - and we won't stop until we cross the finish line together with you.

The following team members were hand-picked based on their experience with similar projects and experience working together as a successful team. They have significant familiarity with each programmatic function outlined in your RFP.

The proposed team members will be actively involved on your project from beginning to end.

ADAMS COUNTY

EDWARD BLEDOWSKI, AIA

Principal in Charge | Primary Contact 1401 Lawrence Street, Suite 1000 Denver, CO 80202 720/904.0440 ebledowski@dlrgroup.com

KYLE YARDLEY

AIA, LEED AP BD+C Project Manager

TOM ROTH

AIA, LEED AP BD+C Project Architect

AMY HOFFMAN

NCIDO

Interior Designer and Space Planner

JON RASMUSSEN

PE

Principal Engineering Leader

PREM SUNDHARAM

AIA

Principal Environmental Leader

Licensure & Accreditations

DLR Group inc.
(a Colorado corporation)
was registered in the State
of Colorado on 11/07/1980
under the law of Colorado, has
complied with all applicable
requirements of the State
and is in good standing, DLR
Group inc. maintains the entity
identification number:
19871416625.

Support Staff Capabilities

DLR Group staffs 1,200+ professionals in 30 offices across the country and abroad and operates with a business structure and culture of interoffice workload sharing. The team members with whom you will work are directly backed by the firm's entire resources, enabling us to immediately and effectively scale our teams to meet your needs

Architecture: 613

Civil: 6

Electrical: 62

Interior Design: 113

Landscape Architecture: 4

Mechanical: 87 Structural: 50

Conflicts of Interest

DLR Group remains unbiased with no financial interest with any proposed or potential consultants, vendors, subconsultants, or other parties providing services or products.

Ed Bledowski

AIA - Principal, DLR Group

Project Role Principal in Charge



About Ed

Ed Bledowski brings to the team 35 years of experience in architecture. During the past 25 years he has concentrated in public projects developing a working relationship with Federal, State, County and Cities. For seven years he provided Master Architectural Consultant services for the City of Anaheim, California. During this time he developed a fine understanding of the internal operations and working relationship necessary for public works contracts. Ed is adept with the development of project schedules, manpower requirements, and consultant coordination. His decisions are based on professional experience accrued in all phases of the architectural field, from design inception through construction administration. He has an in-depth knowledge of intricate technical installations requiring close consultant coordination as well as familiarity with multi-phased construction schedules necessary for work at fully operational facilities.

Professional Highlights

Education

Bachelor of Architecture. Dity University of New York

Registration & Licensing

Architect Colorado + 4 additional states

Professional Affiliations

American Institute of Architects

Relevant Experience

Adams County Justice Center Build-Out Adams County Mental Health Unit Detention Center - Study, Brighton CO Adams County Human Services, Brighton, CO Programmable Logic Controls Upgrades - Administrative Maximum Penitentiary, Florence, CO Englewood Police Headquarters, Englewood, CO Colorado Springs Sand Creek Police Department Aurora Police Department Cheyenne Public Safety Center

Kyle Yardley

AIA, LEED AP - Senior Associate, DLR Group

Project Role Project Manager



About Kyle

Kyle has become a leader in the technical design and management of architectural projects in both the public and private sectors. Prior to moving to Colorado. Kyle worked in Los Angeles designing and managing 3.6 million square feet of corporate high rise office buildings, interiors, and structured parking totaling over \$300 million in construction costs.

As a Justice Specialist with DLR Group, Kyle oversees many of the technically challenging projects, including award winning Civic/Public facilities. As a senior manager, Kyle mentors project architects and other staff in management positions. His passion for design excellence, his commitment to detailing and the rigors of technical design has set new standards for project achievement within the office.

Professional Highlights

Education

Bachelor of Environmental Design, Texas A&M Masters of Architecture, Texas A&M

Registration & Licensing

Architect CO · No 306281 Architect, TX: No. 13143 Architect, CA - No. C22516

Professional Affiliations

American Institute of Architects AIA Academy of Justice in Architecture National Convention Law Enforcement Track Program Chair.

Relevant Experience

Englewood Police Headquarters, Englewood, CO Colorado Springs Sand Creek Police Substation, Colorado Springs, CO Arapahoe County Justice Center Long-Range Master Plan Services, Arapahoe County, CO

University of Colorado, Denver, Anschutz Public Ssafety Building Study, Denver, CO

Colorado Bureau of Investigation Crime Lab, Pueblo CO* Colorado Bureau of Investigation Crime Lab, Denver, CO*

^{*} work performed with previous firm



About Tom

With close to 20 years of experience working with clients at the federal, state, and municipal level. Tom is nationally recognized for the design and planning of public safety, correctional and detention facilities. He is accomplished in managing the architectural design and production process from conception through completion. Tom has an exceptional talent with regards to sustainable solutions that are outstanding and innovative in design yet responsive to program and cost requirements. He is a key member of DLR Group's Justice+Civic team.

Professional Highlights

Education

Master of Architecture, Anzona State University Bachelor of Science (Architecture), Anzona State University

Registration & Licensing

Architecture Colorado and Anzona

Professional Affiliations

LEED AP NCARB

American institute of Architects

Relevant Experience

Englewood Police Headquarters, Englewood, CO Colorado Springs Sand Creek Police Sub Station, Colorado Springs, CO Madison Street Jail Adaptive Reuse, Phoenix, AZ Graham County Jail, Safford, AZ

Maricopa County Jail / 1280 Bed Durango Replacement, Phoenix, AZ* Navajo Nation Division of Public Safety Regional Training Facility and Master Plan, Chinle, AZ**

Maricopa County Jail System Master Plan, Phoenix, AZ*
Cottonwood Emergency Communication Center, Cottonwood, AZ*
Loudoun County Adult Detention Facility, Leesburg, VA*
ADC 4000 Bed Expansion - Perryville, Yuma, and Tucson, AZ*
ADC 1000 Bed Expansion - Tucson, Douglas, and Perryville, AZ*
City of Goodyear 911 Call Center, Goodyear, AZ*
Salt River Pima/Maricopa Indian Community Police & Fire HQ*

Amy Hoffman

NCIDQ, IIDA, LEED AP - Principal, DLR Group

Project Role

Interior | Space Planning Lead



About Amy

Amy's extensive involvement in all aspects of programming, strategic planning, interior design and document preparation has provided her the knowledge and ability required to execute projects with technical efficiency, flexibility and a style that represents each clients' vision. Beginning with the pre-design process, she collaboratively engages client stakeholders to build consensus around their vision for the future, develops thorough and detailed program documents to reflect their unique culture and work processes, and coordinates closely with the project team as the program and vision is translated into design.

Professional Highlights

Education

Bachelor of Fine Arts, Interior Design, University of Georgia

Registration & Licensing

Interior Designer CO, GA, Ft. LEED Accredited Professional National Council for Interior Design Qualification

Professional Affiliations

International Interior Design Association United States Green Building Council

Relevant Experience

Adams County Justice Center, Brighton, CO
Colorado Springs Sand Creek Police Substation, Colorado Springs, CO
Arapahoe County Judicial Immediate Needs Renovation, Centennial, CO
El Paso County Sheriff's Office Relocation, Colorado Springs, CO
Aurora Police District 2, Aurora, CO
Adams County Park 12 Hundred Human Services, Westminster, CO
Englewood Police Headquarters, Englewood, CO
Madison Street Jail Adaptive Reuse, Phoenix, AZ
Cheyenne Public Safety Center, Cheyenne, WY
Laramie County Government Buildings, Cheyenne, WY
Richard B. Russell Federal Buildings, Atlanta, GA

Denver Museum of Nature & Science, Master Plan, Denver, CO

^{*} work performed with previous firm

Jon Rasmussen, PE

LEED AP BD+C - Principal, DLR Group

Project Role Engineering Lead



About Jon

Jon is an Engineering Leader responsible for guiding the engineering disciplines in the Arizona and Colorado offices. His strong collaborative leadership style engages design team members in identifying issues and mapping out sensible solutions that respond to specific needs of each client. Jon's strengths are interior power distribution, efficient constructability, and contractor relationships.

"I love learning the why behind the project. This allows our team to see the project from a deeper perspective and deliver something that is truly what a client wants and needs," Jon's dedicated service to local, state and federal government agencies has spanned projects such as barracks, courthouses, correctional facilities, data centers, academic facilities, and student housing. Mindful of energy savings and optimization, he is a strong advocate for integrated design and the value holistic design solutions brings to clients.

Professional Highlights

Education

University of Illinois, Bachelor of Science. Power and Energy Systems

Registration & Licensing

Professional Engineer Colorado. Arizona, and Membra

Professional Affiliations

LEED Accredited Professional Society of American Military Engineers institute of Electrical and Electronic Engineers

Relevant Experience

Adams County Justice Center Build-out, Brighton, CO Adams County Mental Health Unit Renovation, Brighton, CO Arapahoe County Justice Center Long-range Master Plan Services. Englewood, CO

Englewood Police Headquarters, Englewood, CO Colorado Springs Sand Creek Police Substation, Colorado Springs, CO

Aurora Police District 2, Aurora, CO Adams County Park 12 Hundred Human Services, Westminster, CO

Prem Sundharam, AIA, LEED AP

Principal, DLR Group

Project Role Sustainability | LEED



About Prem

Prem is a native of India. After receiving a civil engineering degree from Bharathiar University he came to the United States to study architecture at Iowa State University. He received a master of architecture in 2004 and joined DLR Group that same year. As an architect with an engineering background he is a passionate advocate for sustainable design and the aims of Architecture 2030.

An industry recognized thought leader on sustainability and high performance building design. Prem serves as the Global Sustainability Leader at DLR Group. In this role, he leads firm wide performance based design initiatives and develops long-term strategies for a more environmentally responsible design practice.

Professional Highlights

Macier of Architecture, lowe State University Bachelor of Science, Civil Engineering, Bharathair University - India

Registration & Licensing

Architecture, California (#40495), Arizona (#50885) Building Energy Morleung Professional

Professional Affiliations

American Institute of Architects LEED Accredited Professional

Relevant Experience

ADC 500 Bed Maximum Custody Facility Programming; Buckeye, AZ CDCR Estrella Correctional Facility Infill Housing; Paso Robles, CA County of Kings Superior Court - New Hanford Courthouse; Hanford, CA Graham County Jail; Safford, AZ Pinal County Court Expansion; Florence, AZ

Rio Cosumnes Correctional Center Expansion and Infrastructure Improvements; Sacramento, CA

Riverside County EDA ALan M. Crogan Youth Treatment Center; Riverside, CA

San Diego County Detention Center Expansion Phase II-A; San Diego, CA South County Detention Center - Tulare County Jail: Porterville, CA

Scope of Services and Approach

Project tasks will be developed around a Schedule that includes Client meetings, coordination meetings, Project milestones, critical decision making activities, and required approvals. The schedule will outline the planned duration for each Project phase, required approvals, preplanning tasks and deliverables, including early participation of regulatory agencies and advisory committees to avoid delays in obtaining the final approvals. Periodic management meetings with the County Management Team, the User Groups and possibly the General Contractor to review anticipated activities and outstanding issues is critical to build consensus among team members necessary to maintaining the Project schedule.

Our partnership approach will encourage the participation of the various team members and stakeholders. Project meetings will be led by the Project Manager, and may incorporate collaborative work sessions with the County Management Team and User Groups. An initial kick off meeting will be scheduled to discuss the existing conditions, work scope and schedule, project team organization, project history, budget overview, technical standards, project deliverables, proposed meeting dates, and other planning and / or design issues specific to the Project. Other meetings will be scheduled in accordance with the Work Plan to collaborate the design process with the Team.

We will staff the On-Call Contract with a DLR Group Project Manager, Project Architect, Project Designer, and with Project Engineers for mechanical, electrical, plumbing, technology, and acoustics (as needed). Our integrated team has been selected based upon their technical expertise and experience with Adams County. As a Project becomes available, we will review the scope and schedule to determine what additional staff may be required to service the Project.

The purpose of a staffing plan is to make certain the project has sufficient staff with the right skills and experience to ensure a successful project completion. While every project is different, how DLR Group breaks down staffing is the same; we start with a detailed breakdown of the roles required to execute all project activities. For each major project activity it includes: the project role, the project responsibility of the role, skills required, number of staff required to fulfill the role, the estimated start date and the expected duration the staff resources will be needed on the project. The great thing about DLR Group is that we have built-in redundancies. There will never be a delay in our ability to initiate a project for Adams County.

Central to the success of any project is communication and it's at the core of our project approach. Good communication

DLR Group Team (Region)	Role	Initials
Ed Bledowski	CL	EB
Jake Davis	PM	JD
Ben Ayers	PD1	BA
Name 4	PD2	N4
Kyle Yardiey	AR1	KY
Name 6	AR2	N6
Name 7	AR3	N7
Amy Hoffman	ID1	AH
Name 9	ID2	N9
Nadine Hensler	CE1	NH
Kelly Gray	SW1	KG
John Weiskopf	SE1	JW
Name 13	SE2	N1
Jonathon Anderson	ME1	JA
Name 15	ME2	N1
Carmen Mazzant	EE1	CM
Name 17	EE2	N1
Prem Sundharam	GŞL	PS
Name 19	QA	N1
Name 20	AA	N2
70. TENNESTINA ASSESSMENT AND		The state of the s

Sample Staffing Plan

includes attentive listening, including being attentive to the subtle differences individual

constituencies may have in terms of needs, desires and budgets. Our team understands we will be working on behalf of Adams County in order to fulfill the district objectives for a successful project.

To ensure clarity of communication we focus on:

- Single point of contact
- · Timely responsive record keeping
- Proactive mindsets of our A/E team
- Agenda based meetings
- · Built-in redundancy allowing DLR Group to provide immediate service from the word 'go.'
- Principal in Charge, Edward Bledowski, is always available to communicate comments or concerns.

When we work with our construction industry partners our approach is similar and intentional; this team has a wealth of experience and understands how the importance of a team-centric construction experience.

Our most critical stakeholder is the community; any government project directly impacts tax dollars, property value, and the community as a whole. Whether it is workshop or informational session, our team is well equipped and experienced in facilitating effective and efficient community engagements for the sake of customer service.

Ability to assign sufficient experienced staffing at all levels

DLR Group has the depth and staff resources to handle any and all of Adams County's design needs. We will make a commitment to provide the necessary manpower and technical expertise to for each new Project, and our Team can be available to kick off a new Project within a week of notification.

DLR Group will vary the staffing assignment as required to marry the scope and complexity of work with the project schedule. DLR Group's Denver staff are available minutes away and, should the project scope dictate, additional regional resources plus a nationwide staff of over 1200 will support the local team. This is how we will serve Adams County as a local firm with national expertise.

	Task#	PD	SD	DD	CD	BN	CA	PO	TOTAL
Project Management	PM	0.12%	1.00%	1.00%	1.00%	0.00%	0.00%	0.00%	3.12%
Civil Engineering	CE	0.00%	0.00%	0.00%	0:00%	0.00%	0.00%	0.00%	0.00%
Landscape Architecture	LÄ	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Interior Design	ID	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Architecture	AR	0.15%	8.74%	12.91%	24 48%	0.00%	11.74%	0.00%	58.02%
Structural Engineering	SE	0.00%	1.40%	2.03%	3.70%	0.00%	1.87%	0.00%	8.80%
Mechanical Engineering	ME	0.00%	2.85%	4 09%	7.48%	0.00%	3.38%	0.00%	17.80%
Electrical Engineering	EE	0.00%	1.53%	2.21%	4.02%	0.00%	1.82%	0.00%	9.58%
Construction Administrator	CA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Administrative Assistant	AA	0.00%	0:00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Program Validation	PG	1.25%	0.00%	0 00%	0.00%	0.00%	Q 00%	0.00%	1.25%
Community Engagement	CE	0.00%	0.33%	0.33%	0.00%	0.00%	0.00%	0.00%	0.66%
Quality Assurance	QA	0.00%	0:12%	0.25%	0.40%	0.00%	0.00%	0.00%	0.77%
	TOTAL	1.52%	15.97%	22.82%	41.08%	0.00%	18.61%	0.00%	100.00%

Sample Services Offered

Quality Control

DLR Group has a Quality Assurance/Quality Control (QA/QC) program in place. The QA/QC program serves as an instructional process intended to minimize document deficiencies. DLR Group has a Quality Assurance / Quality Control program in place, comprised of the following components:

- 1. Document Control
- 2. Schedule Control
- 3. Budget Control

The QA/QC program serves as an instructional process intended to minimize document deficiencies, to maintain deliverables on schedule and within budget.

1. Schedule Control: We will utilize scheduling software to identify and track key decision making activities and development milestones. Within these milestones, we will incorporate required approvals, OAC meetings, pre-planning tasks, early participation of review agencies, tasks and deliverables, interim milestones, progress printings, QA/QC coordination reviews, peer reviews, City reviews, CM/GC pre-construction activities, and other elements important to the Project delivery. We will track these weekly and will be prepared to discuss the design progress on a weekly basis with the Team.

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Sample Schedule

2. Budget Control: Controlling project costs begins with our firm's extensive experience and our awareness of the macro cost drivers for this project, including program, skin ratio, building volume, site work, glazing, and security needs. Our team will use an integrated design process to optimize building systems at the conceptual design phase to ensure appropriate and responsible decisions are made. We will present options for team evaluation of initial cost, efficiency, and life cycle cost. Building systems will be reviewed closely with our Cost Estimator and refined with her cost input.

Document Control: Team continuity and experience are key factors in the development and delivery of quality documents. Our team is experienced in all of the major delivery components regarding municipal work, including building type, phasing, and integrated design. Our key team members will be involved in Projects from initiation to the end of the construction phase. We will implement a structured document control plan that includes regular coordination meetings, progress printings, technical document reviews, code reviews, peer reviews, and compliance with office standards.

In addition, the QA/QC program utilizes senior professionals, from technical, managerial and construction practice areas throughout the review process.

The Project Manager and each design architect, engineer and support staff team member are required to use their respective QA/QC process and checklists on a phase-by-phase basis to ensure that the highest quality of service is provided on each and every project. At the end of each business quarter projects are graded on level of use of the quality assurance process and a report card is given to each project manager and design team. These grading systems are then looked at with the overall career development of individual employees.

In addition, the QA/QC program utilizes senior professionals, from technical, managerial and construction practice areas throughout the review process.

Integrated Design QA/QC Checklists

The QA/QC Reviewers use the system checklists to search for interdisciplinary coordination issues. Typical review items include: consistency of the systems selected in prior submittals, technical soundness of details provided and the accuracy of the calculations. Cross-references on the drawings are checked for accuracy. Terminology and systems used on the drawings and specifications are checked for coordination.

All project documents and deliverables that are produced by subconsultants are subjected to the same strenuous review process by the in-house resources at DLR Group and not allowed to be distributed for use until they meet the high standards of the architect of record. From an accountability standpoint each Peer Reviewer initials and dates their review checklists in order to document to City of Banning the required independent technical reviews were performed.

> Efficient interaction with Adams County staff is imperative. DLR Group's approach will be geared toward making our effort an additive benefit to you and not a set of extra tasks for Adams County staff to monitor.

We will customize the checklist and develop an individual list for each of the four buildings. The items in the checklist will address the project's memorable goals, code requirements. building systems, and project deliverables. The quest for improvement in productivity, efficiency and quality in architecture practice is largely centered on the technology used for design. Such as 3D CAD programs (Autodesk Revit) and advanced Building Information Modeling (BIM). DLR Group has been utilizing these design programs for several years now and we have found that less attention is devoted to the problem of information management and workflow than the design tools. In the design and construction industry the dominant software product used is Microsoft Outlook for communications (which is not an efficient system for managing information). Realizing this, DLR Group utilizes "Newforma Project Center" for project information management.

Percentage of Change Orders | Errors and Omissions

DLR Group's integrated approach means decisions are made quickly and efficiently. Due to this kind of practice, our change order percentage is less than half of 1%. We work hard to keep projects on time and on budget.

General Items

DLR Group's Unique Qualifications

You're Getting the Best of the Best

DLR Group has delivered several successful similar projects over the past several years, reflecting our ability to lead county stakeholders through the process of secure facility planning and design nationwide. Additionally, DLR Group has routinely been on the forefront of justice facility design since the early 1980s. We don't just follow trends; we set them.

DLR Group's consistent national rankings mean you will work with thought leaders in the industry who are well-versed in the trends, methods and processes that deliver safe, efficient and sustainable facilities.



Our project approach allows us to look at your project objectively at the onset. We make sure it is moving in the correct direction to assure a smooth design and construction process. Our team understands that maintaining a secure, functional entry will be critical to the successful operation of the building for staff and visitors alike. Working with the contractor, we will develop a work plan for demolition and new construction that will meet the needs for each justice facility.

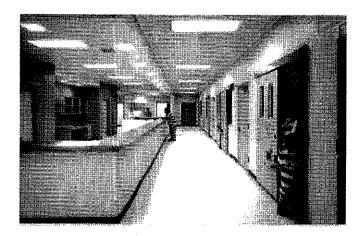
Facility Functionality that Impacts Bottom Line

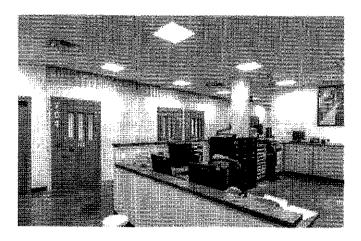
Our team has a thorough understanding of how various design opportunities will affect the functionality, cost to operate, and cost to remodel your facility and can use our experience to provide the most effective design for your project.

Experience and Familiarity with Adams County

DLR Group has a positive, successful working relationship with Adams County. We enjoy working with your team and look forward to contributing our design excellence to another important Adams County project.







How We Measure Project Success

USER VALUE

Are the users' experience - both Adams County employees and the public they serve - enhanced by the design solution?

SENSE OF PLACE

Is there a memorable quality about the design that projects an experience of architecture as place?

STRENGTH OF CONCEPT

Is the concept unique, meaningful, and clearly supported by all design elements? Is the building and what happens in it an integral concept?

BUDGET & SCHEDULE IMPACT

Is the design execution realistic when balancing design time, materials & systems costs, and fees?

PROBLEM SOLVING OBJECTIVITY

Have we solved Adams County's program logically, analytically, and without preconception?

EASE OF USE

Are the spatial sequences clearly articulated by appropriate materials, details, and light? Do people know where to go without asking directions?

QUALITY OF SPACE

Is there attention to natural daylight and ventilation? Are there humanistic "touchpoints" that make people smile?

SPIRIT

Does it possess that "something extra" that elevates the human experience?

COST EFFECTIVENESS

Is it, through efficiency of layout and simplicity of construction, the "most for the money"?

CLARITY OF ORGANIZATION & FORM

Does the arrangement of spaces, functions, and/or building elements readily promote its use? Is there a clear form and comfortable massing; does the project hang together at the detail level?

FRESHNESS & INNOVATION

Is the design on the cutting edge of thinking and capable of setting a precedence?

ADAPTABILITY&LONGEVITY

Can Adams County use this design for the next century, changing it economically, either through conversion or expansion, to meet evolving future needs?

What Our Clients Say

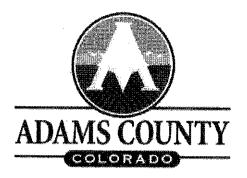
"I have had the pleasure of working with DLR Group on the design of our courthouse addition. It has been a difficult project in many ways, but the professionalism, vast experience, and skill of this team of architects has been fundamental to the success of the project."

Matt McConville, Court Administrator

El Paso County Terry R. Harris Judicial Complex Addition; Colorado Springs, CO

"Our project involved the adaptive re-use of an existing structure, which created several challenging issues for design. The DLR Group team has been very thorough and has worked very well with the staff in agencies to design an efficient and attractive facility. Their attention to detail and communication with city officials and the project manager has been exceptional. The entire team has worked hard to ensure the facility is constructed as designed – within budget and on-schedule. DLR Group is qualified, knowledgeable, and professional, and has proven their ability to perform in a 'team situation."

Brian Kozak, Chief of Police, Cheyenne Police Department Cheyenne Public Safety Center; Cheyenne, WY

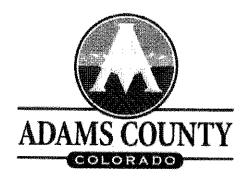


REQUEST FOR PROPOSAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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.

DLR Group, inc.	
Contractor Name	
Contractor Name	
Edward A. Bledowski, AIA	
Printed or Typed Name	
Edul Bly. C.	
Signature	
Principal in Charge	
Title	
Fahrum 40, 0040	
February 19, 2019	
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.



Doc#4725876v3

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.

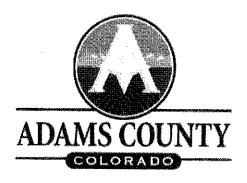
The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have 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): Addendum #1	
DLR Group, inc.	February 19, 2019
Contractor Name	Date
Edward Dagoil	Edward A. Bledowski, AIA
Signature	Printed Name
Principal in Charge	
Title	
1401 Lawrence Street, Suite 1000	
Address	
Denver, CO 80202	Denver
City, State, Zip Code	County
720/904-0440	N/A
Telephone	Fax
ebledowski@dlrgroup.com	
Email	

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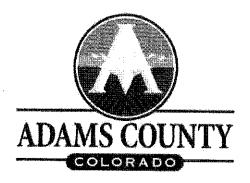
RFP-JTH-2019 307



REFERENCE FORM

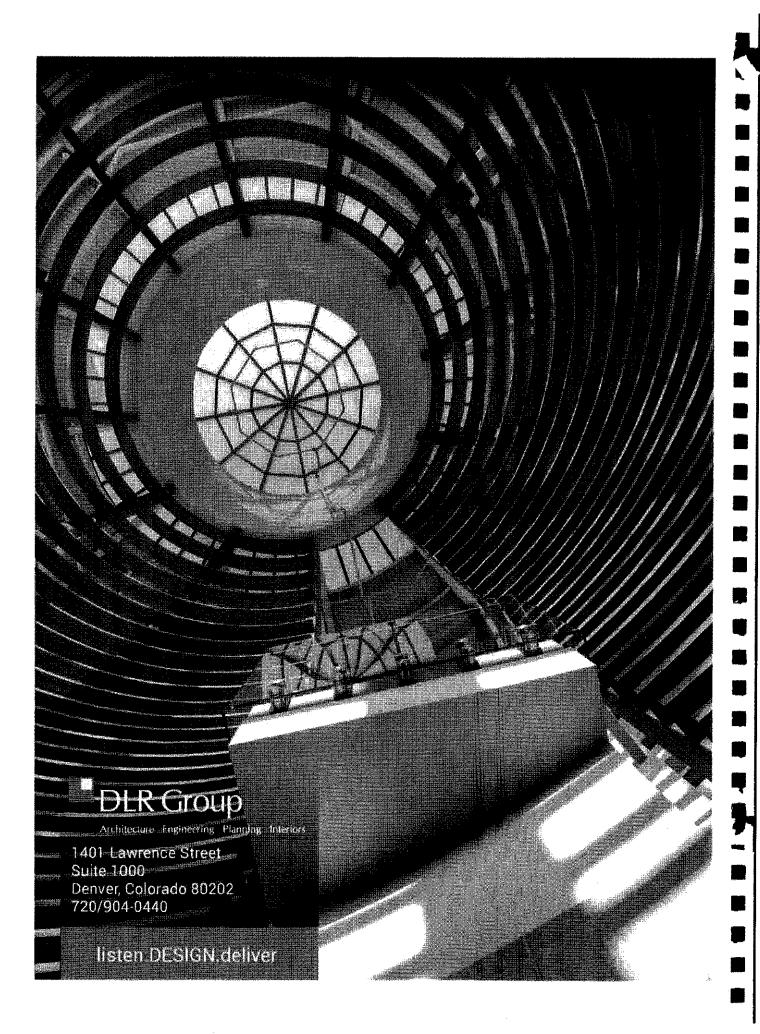
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

•	provided provided climate projects.
Company Name	Lafayette Police Department
Address	451 N. 111th, Lafayette, CO 80026
Reference Name	Rick Bashor, Chief of Police
Reference Email Address	rickb@cityoflafayette.com
Telephone Number	303.665.5571
Project Name	Lafayette Police Department
Value	\$ 4,754,087
Company Name	El Paso County, Colorado
Address	325 S. Cascade Avenue, Colorado Springs, CO 80903
Reference Name	Monnie Gore, Deputy County Administrator (Retired)
Reference Email Address	N/A
Telephone Number	719.822.6539
Project Name	El Paso County Terry R. Harris Judicial Complex Addition
Value	\$ 41,175,380
Company Name	Pueblo County, Colorado
Address	25 W. 10th Street, Pueblo, CO 81003
Reference Name	Michael Harriman, Project Manager
Reference Email Address	harriman@co.pueblo.com
Telephone Number	719.583.4674
Project Name	Pueblo County Judicial Center
Value	\$ 54,850,000



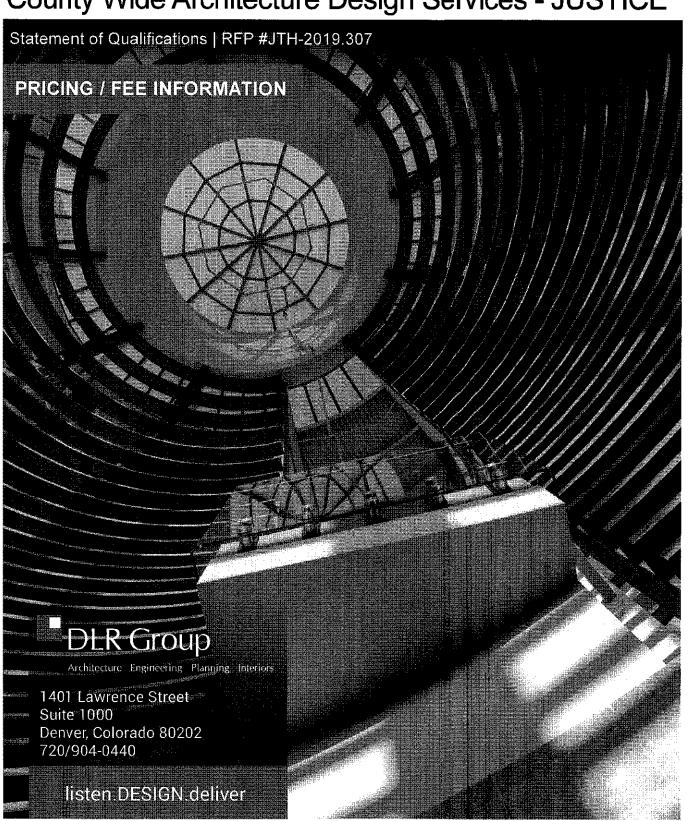
REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM

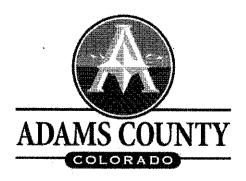
Request for Proposal # RFP-JTH-2019.307
I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent 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) <u>N/A</u>
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.
DLR Group, inc.
Contractor Name + Contractor N
Authorized Signature
Edward A. Bledowski, AIA
Printed Name
Principal in Charge
Title
February 19, 2019
Oate



Adams County

County Wide Architecture Design Services - JUSTICE





REQUEST FOR PROPOSAL PRICING FORM: 2019.307 Architectural (Submit in separate marked sealed envelope)

\$5M and over

Fees for Justice Scope are 10-12% depending on design scope, complexity, and phasing.

Anticipated Constr. Cost

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:

\$1 to \$5M

<u>Up to \$1M</u>

Proposed Ranges:	Up to \$ 12%	from \$ 10% to \$ 12%	\$and over
PRE-DESIGN:	<u> </u>	5.5 <u>%</u>	6 %
DESIGN: SI	D12 %	12 %	12 %
DI	D <u>20 %</u>	20 %	20 %
Cl (Inc	D 40 % cludes Bidding & Permit Docu	40 % uments and Coordinated Co.	40 % nstruction Documents)
CONSTR. ADMII (Includes Bidding &	· * * * * * * * * * * * * * * * * * * *	20 %	<u>20 %</u>
REIMBURSABLE Not to exceed no	ES 3 % of design fee.	2.5 %	2 %
GRAND TOTAL	100 %	100 <u>%</u>	<u> </u>
Additional Certification We agree to contractual	is: ly guarantee the personne	I proposed for this project	::X_YesNo
B. Reimbursable ex C. Special services or as needed for prior authorization identifying project Schedule, indicator utilize in the prior service.	furnished exclusive of taxe penses shall be a Not-To-may be requested by the Concepts, Studies, Render by County. Provide a st personnel, titles, and hote your percentage markuperformance of the project on this bid, including for	Exceed value billed only a e County for work not in erings, etc Work under Fee Schedule for the pourly rates. To be included up for sub-consultants that. Fee schedule shall not be the consultants.	ncluded in this project, this provision requires ossibility of such work and with the Hourly Fee at the firm may employ
Name and Title Printed	Signa	ture	Date
Doc#4725870v3	Page 21 of 4	1	RFP-JTH-2019.307



Principal - Provides general oversight	\$235.00
Sr. Professional - Direct day-to-day management	\$175.00
Professional Staff - Directly involved with the contract	\$145.00
Professional Support	\$115.00
Technical Staff - CAD and other technical services	\$100.00
Admin Support	\$ 75.00

*DLR group is a full service architectural and engineering firm. The above rates apply to all architectural, engineering, and associated support staff in providing the list of services available.

Fees for justice projects can be in the range of 10-12% of the construction cost where there is new shell construction, remodel scope and complex phasing. We typically base our fees on the work scope for each individual project rather than the anticipated construction cost. Construction cost fee basis can be a metric for a fee comparison but can often result in a fee that is too high or too low. Our fee ranges are based on the a 10-12% listed in this proposal. The range is divided into a percentage of the total design fee for each design milestone. Reimbursable costs are estimated as a separate not to exceed fee and will vary depending on the size of the project.

