

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

THIS AGREEMENT ("Agreement") is made this 7 day of May 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Roth Sheppard Architects located at 1900 Wazee Street, Suite 100, Denver, Colorado 80202, hereinafter referred to as the "Consultant." The County and the Consultant may be collectively referred to herein as the "Parties."

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

**1. SERVICES OF THE CONSULTANT:**

1.1. All work shall be in accordance with the attached RFP 2019.307 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. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Consultant) to be performed by the Consultant. If the County requests such additional services, the Consultant shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Consultant shall bill for such services at the rates provided for in this Agreement.

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

**3. TERM:**

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

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

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

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

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONSULTANT:** In providing services under this Agreement, the Consultant acts as an independent Consultant and not as an employee of the County. The Consultant shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and Subconsultants during the term and performance of this Agreement. No employee, agent, servant, or Subconsultant of the Consultant shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Consultant, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Consultant understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Consultant further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

- 6.1. **The Consultant shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

- 6.1.1. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each Subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Consultant agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Consultant's performance or failure to perform pursuant to the terms of this Agreement or as a result of any Subconsultants' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Consultant agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

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

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Claim: \$2,000,000

8.4.2. This insurance requirement applies only to the Consultants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as "Additional Insured":** The Consultant's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Consultant.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Consultant.

8.6. **Licensed Insurers:** All insurers of the Consultant must be licensed or approved to do business in the State of Colorado. Upon failure of the Consultant to

furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Consultant in obtaining and/or maintaining any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Consultant to provide proof of the insurance coverage or policies required under this Agreement.

## **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

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

## **10. WARRANTY:**

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

## **11. TERMINATION:**

11.1. For Cause: If, through any cause, the Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Consultant violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Consultant of such termination and specifying the effective date thereof.

11.2.For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Consultant will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Consultant was to perform under this Agreement, less payments previously made to the Consultant under this Agreement.

## **12. MUTUAL UNDERSTANDINGS:**

12.1.Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2.Compliance with Laws: During the performance of this Agreement, the Consultant agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Consultant warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Consultant expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3.OSHA: The Consultant shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4.Record Retention: The Consultant shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5.Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Consultant without the prior written consent of the County.

12.6.Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving

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](mailto: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](mailto: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: Roth Sheppard Architects  
Contact: Brian Berryhill, AIA  
Address: 1900 Wazee Street, Suite 100  
City, State, Zip: Denver, Colorado 80202  
Phone: 303.854.7007  
E-mail: [bberryhill@rothsheppard.com](mailto:bberryhill@rothsheppard.com)

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

### **13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

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

### **14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Consultant shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Consultant shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

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

County Manager



Raymond H. Gonzales

5.7.2019

Date

Roth Sheppard Architects



Signature

04.30.2019

Date

BRIAN BERRYHILL

Printed Name

PARTNER

Title

Attest:

Josh Zygielbaum, Clerk and Recorder



Deputy Clerk

Approved as to Form:



Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver

STATE OF Colorado )SS.

Signed and sworn to before me this 30<sup>th</sup> day of April, 2019,

by Brian Berryhill



Notary Public

Christian D Hernandez Palacios  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184016438  
MY COMMISSION EXPIRES APRIL 24, 2022

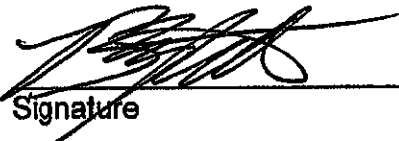
My commission expires on: April 24, 2022

## 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:

ROTH SHEPPARD ARCHITECTS LLP      04.30.2019  
Company Name      Date

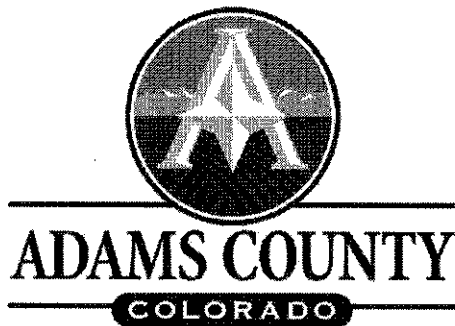
  
Signature

BRIAN BERRYHILL  
Name (Print or Type)

PARTNER  
Title

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

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



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

## REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: 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

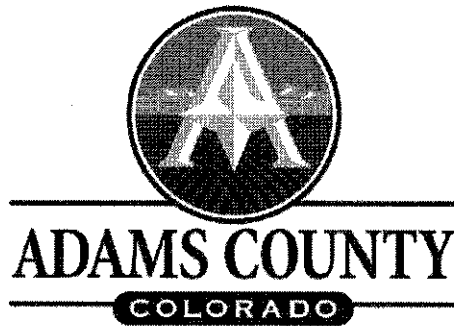
Proposal will be received until: February 19, 2019, 2:00pm MT, Our Clock  
4430 South Adams County Parkway, Front Lobby  
Brighton, CO 80601

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

Email Address: [jtierney@adcogov.org](mailto:jtierney@adcogov.org)

Documents included in this package:

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



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

## REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for 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 : 0 0 p m 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.

5.4 Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

5.5 Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.

5.6 Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

5.7 The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

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

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

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

**6. METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor(s) who provides the best value for Adams County.

6.1 Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.

6.2 If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.

6.3 The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

6.4 Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Jen Tierney Hammer, Contract Specialist III, Purchasing Division, Adams County, [jtierney@adcogov.org](mailto:jtierney@adcogov.org). The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

7. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

8. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

9. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

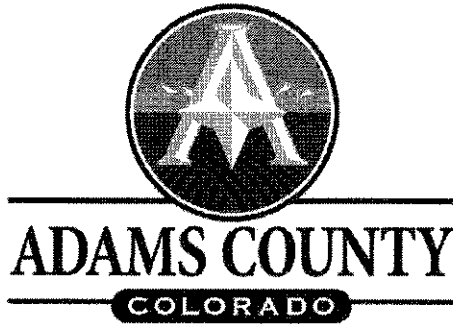
10. **BUDGET:** Intent of this RFP is to select and award based on best value approach for future projects on a fee proposal basis. As individual projects arise, work scope, project budget and fees will be established based upon the approved fee structure.

**11.DEBARMENT:** By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Official documents located at [www.bidnetdirect.com](http://www.bidnetdirect.com)





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

## REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

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

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

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

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

## 5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

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

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

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

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

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

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

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

5.2.2.1. Federal Identification Number: 84-6000732

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

## **6. SIGNING PROPOSAL**

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

## **7. PREPARATION AND SUBMISSION OF PROPOSAL**

### **7.1. PREPARATION**

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

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

7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any

documentation or presentation materials and to do so would be a violation of the County's trademark.

- 7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

## **7.2. SUBMISSION**

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

## **8. LATE PROPOSALS**

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.

- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Professional Design Services
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

## **9. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

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

### **9.2. WITHDRAWAL OF PROPOSALS**

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

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

## **10. REJECTION OF PROPOSALS**

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

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

10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

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

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

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

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

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

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

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

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

## **11. ELIMINATION FROM CONSIDERATION**

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

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

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

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

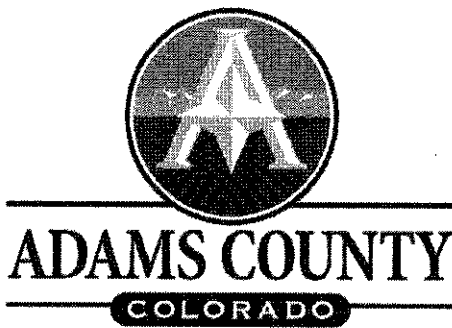
11.5. The Board of County Commissioners may rescind the award of any proposal

within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

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

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

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

## SCOPE OF WORK

### 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 each Proposal** must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

**PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE. NOTE: PLEASE SUBMIT SEPARATE PRICING FORMS DEPENDENT ON YOUR SELECTED DISCIPLINE**

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

## III. Detailed Scope/Specification Requirements

Proposals shall be structured/formatted to follow the layout and required information identified in this Statement of Work. Do not include materials that are of little or no relevance. At a minimum, please provide the following in a clear and concise manner:

- a. Fonts in proposals shall be "Times New Roman", "Arial", or "Helvetica" font no less than 12 point for main body of text.
- b. Proposals shall be bound.
- c. Cover Letter / Statement of Interest: *(1 Page Maximum)*
- d. General Information about the Firm: *(2 Pages Maximum)*
  - i. History and Business Profile
  - ii. Business Organization (i.e. Corporation, Partnership, etc.)
  - iii. Name of County's, Principals and/or Officers
- e. Statement of Firm's Financial Status: *(1 Page Maximum)*
  - i. Firms Financial Statement through Fiscal Year 2017/2018 is ***not*** required to be submitted with proposal, but shall be furnished upon County's request.
- f. Firm's Qualifications: *(Qualification Summary plus 8 Pages Maximum)*
  - i. The firm/person must have successfully completed a minimum of three (3) relevant projects of similar scope 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. Customer directed changes
    - vii. Construction Necessitated Changes
    - viii. Errors or Omissions
    - ix. Percentage of projects completed within Original Budget
    - x. Value Engineering activities

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

### **SCOPE OF SERVICES:**

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

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

**General Description of Services Required:** The selected firm(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.

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

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

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

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

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

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

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

renderings described above.

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

**Potential Project / Work Awarded:**

Response to this RFP, or the acceptance and approval of a contract award based on this RFP, does not constitute any guarantee of work. Adams County reserves the right to determine if projects will fall under this RFP or be otherwise solicited per the County's procurement practices. Participation in this RFP, Proposal, and Contract Award is solely at the discretion of the Vendor, with no guarantee of work and associated payment during the entire contract length. The county 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	January 2019
Mandatory Pre-Proposal Meeting	January 2019
Proposals Due	February 2019
Anticipated Award	March 2019
Individual Project Awards	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:

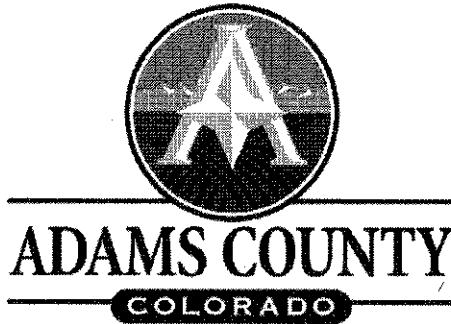
- a. Professionalism: May include proposal's appearance, presentation, completeness, accuracy, following instructions, and responsiveness.
- b. Understanding of the Project: May include the understanding of the project, scope of services and work plan, scheduling and planning, and services provided.
- 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.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



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

**REQUEST FOR PROPOSAL  
PRICING FORM: 2019.307**

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

**Form of Proposal / Fee Breakdown:**

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

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

**Additional Certifications:**

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

**Fee Proposal Clarifications:**

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

\_\_\_\_\_  
Name and Title Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Summary of Qualifications:**

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

**Business / Corporate Information:**

Current Name of Firm: \_\_\_\_\_ Place of Incorporation: \_\_\_\_\_

Other Names / Previous Names: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Number of Years in Business: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Number of Local Employees: \_\_\_\_\_  
Please Provide Breakdowns of Local Employees Only

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

Architects: \_\_\_\_\_ Engineers: \_\_\_\_\_ Support Staff: \_\_\_\_\_

**Project Information (through the past 5 years):**

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

Total number of Projects with specific focus on Justice functions: \_\_\_\_\_

Total number of Projects with specific focus on Courthouses: \_\_\_\_\_

Total number of Project with specific focus on Jails / Prisons: \_\_\_\_\_

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

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

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

Value of Work Currently Under Contract: \$ \_\_\_\_\_

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

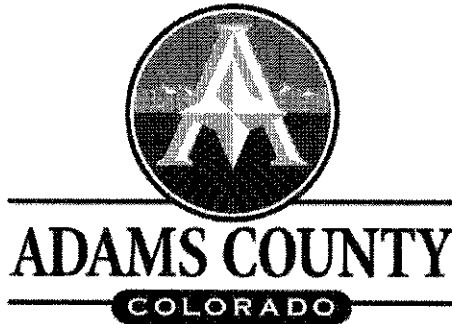
**Note:** Adams County reserves the right to request validation or proof of any or all of the information described above or as provided in the Proposal. Proof shall consist of descriptions, narratives, references or similar information necessary to establish a substantive role of the Firm in the identified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

**Verification of Qualifications Summary:**

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

## REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

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

**Mailing Address:**

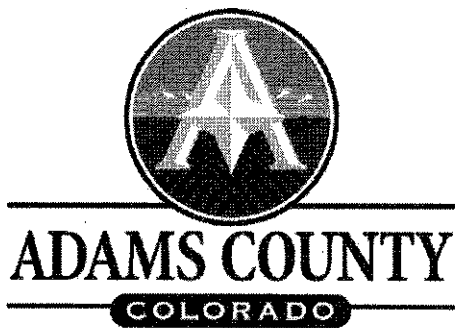
Adams County Government Center  
Purchasing Division C4000A  
4430 South Adams County Parkway  
Brighton, CO 80601

**Hand Deliveries accepted:**

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

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

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



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

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

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

Contractor Name

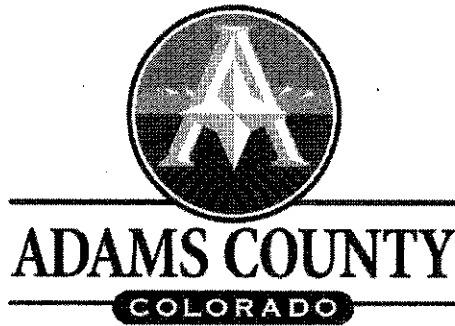
Printed or Typed Name

Signature

Title

Date

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



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

## REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

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

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): \_\_\_\_\_

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

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

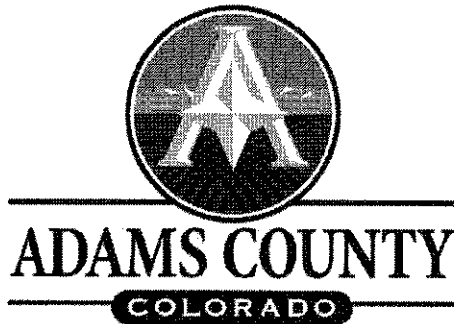
Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ County \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



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

## REQUEST FOR PROPOSAL REFERENCE FORM

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

**Company Name**

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

**Company Name**

Address

Reference Name

Reference Email Address

Telephone Number

Project Name

Value

\$

**Company Name**

Address

Reference Name

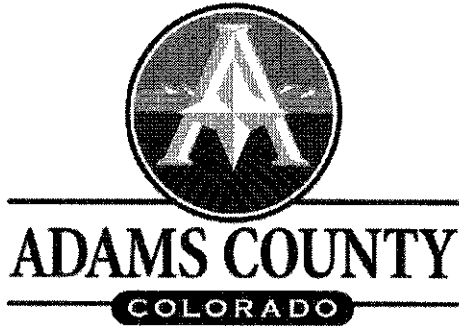
Reference Email Address

Telephone Number

Project Name

Value

\$



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

**REQUEST FOR PROPOSAL  
TERM OF ACCEPTANCE FORM**

Request for Proposal # \_\_\_\_\_

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

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

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

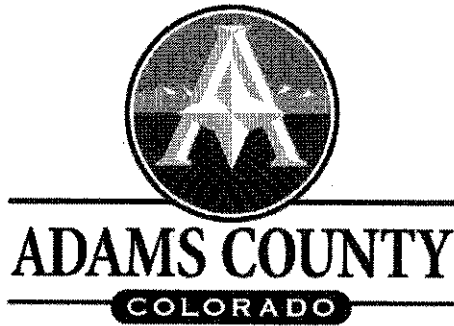
Contractor Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



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

REQUEST FOR PROPOSAL  
APPENDIX A  
SAMPLE AGREEMENT FOR SERVICES

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

ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT

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

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

**1. SERVICES OF THE CONTRACTOR:**

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

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

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

### 3. TERM:

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

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

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

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

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

### 6. NONDISCRIMINATION:

6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.



**7. INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

- **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
  - Each Occurrence \$2,000,000
  - General Aggregate \$2,000,000
  - Umbrella \$2,000,000
- **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
  - Bodily Injury/Property Damage \$1,000,000 (each accident)
  - Personal Injury Protection Per Colorado Statutes
  - Workers' Compensation Insurance Per Colorado Statutes
- **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
  - Each Occurrence \$2,000,000
  - General Aggregate \$2,000,000
- **Sub Consultants:** may be allowed, if approved in writing by the County, to have lesser values for Professional Liability Insurance as follows:
  - Mechanical and Electrical Engineering Consultants: Same as Design Professional
  - Landscape or Civilian Consultants: No less than \$2,000,000
  - Special Consultants who's services are for work valued at less than \$1,000,000: No less than \$1,000,000
- The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
  - Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or

maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
- Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof.

- The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- The County may require additional insurance coverage or limits, including professional liability insurance, in excess of that normally carried by the Architect and the Architects consultants. In the event the County does not require additional insurance pursuant to this paragraph, the Architect shall be entitled to reimbursement from the County for the cost of any additional insurance premiums required.
- If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the

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

- 7.1. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 7.2. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 7.3. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## **8. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

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

## **9. WARRANTY:**

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

## **10. TERMINATION:**

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying

the effective date thereof.

- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **11. MUTUAL UNDERSTANDINGS:**

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving

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

11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

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

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

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

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

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

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

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

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

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

## **12. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

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

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

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

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department

Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

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

Remainder of this page is left blank intentionally.



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

**Board of County Commissioners**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Attest:**

Stan Martin, Clerk and Recorder

\_\_\_\_\_  
Deputy Clerk

Approved as to Form: \_\_\_\_\_

Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )SS.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

### CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

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

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

**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?

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

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

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

3. 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?

Response: *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?

Response: *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?

Response: *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 is the scope confined to tenant improvement?

Response: *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?

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

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?

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

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?

Response: *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?

Response: *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.

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

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"...

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

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 COLORADO - JUSTICE DESIGN**

Request For Proposal #JTH-2018.401

**ARCHITECTURAL DESIGN SERVICES FOR COUNTY WIDE**

February 27, 2019

**R  
SHEPPARD**

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ROTH  
SHEPPARD

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Feb. 27, 2019

SHEPPARD

To: Jen Tierney Hammer, Contract Specialist, Adams County  
4430 South Adams County Parkway, Brighton, Colorado 80601

RE: Architectural Design Services For County Wide Justice Design

Dear Members of the Selection Committee:

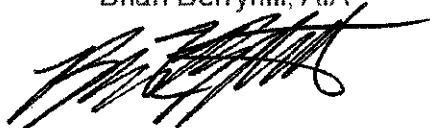
We are excited by the opportunity to once again partner with Adams County and we are excited to submit our credentials for your consideration. We view this as an extremely important opportunity to further the mission, goals and future Justice planning, and we are especially excited and motivated to be a critical part of your team in realizing this opportunity.

Roth Sheppard has over 35 years of law enforcement, Judicial and municipal design experience and are uniquely qualified to tackle your project. We have been working with agencies nationwide and completed over 65 municipal projects. Through this experience, we have developed a strong understanding of the needs and complexities of judicial facilities. Additionally, our relevant on-call experience includes: State of Colorado, City and County of Denver, City of Thornton and the Federal Reserve Bank of Kansas City.

Our budget conscious, innovative designs have been recognized with over 105 AIA awards including the 2018 AIA Colorado-Denver award for our design of the Montezuma County Courthouse. We will bring this experience, innovation and frugality to your project.

We hope you recognize our expertise not only as a leader in the design and master planning of justice facilities but also providing services on an on-call basis. We hope that you will afford us the opportunity to present our qualifications and approach in more detail. We look forward to representing you and working with your major stakeholders to create a design that serves your community for many years to come.

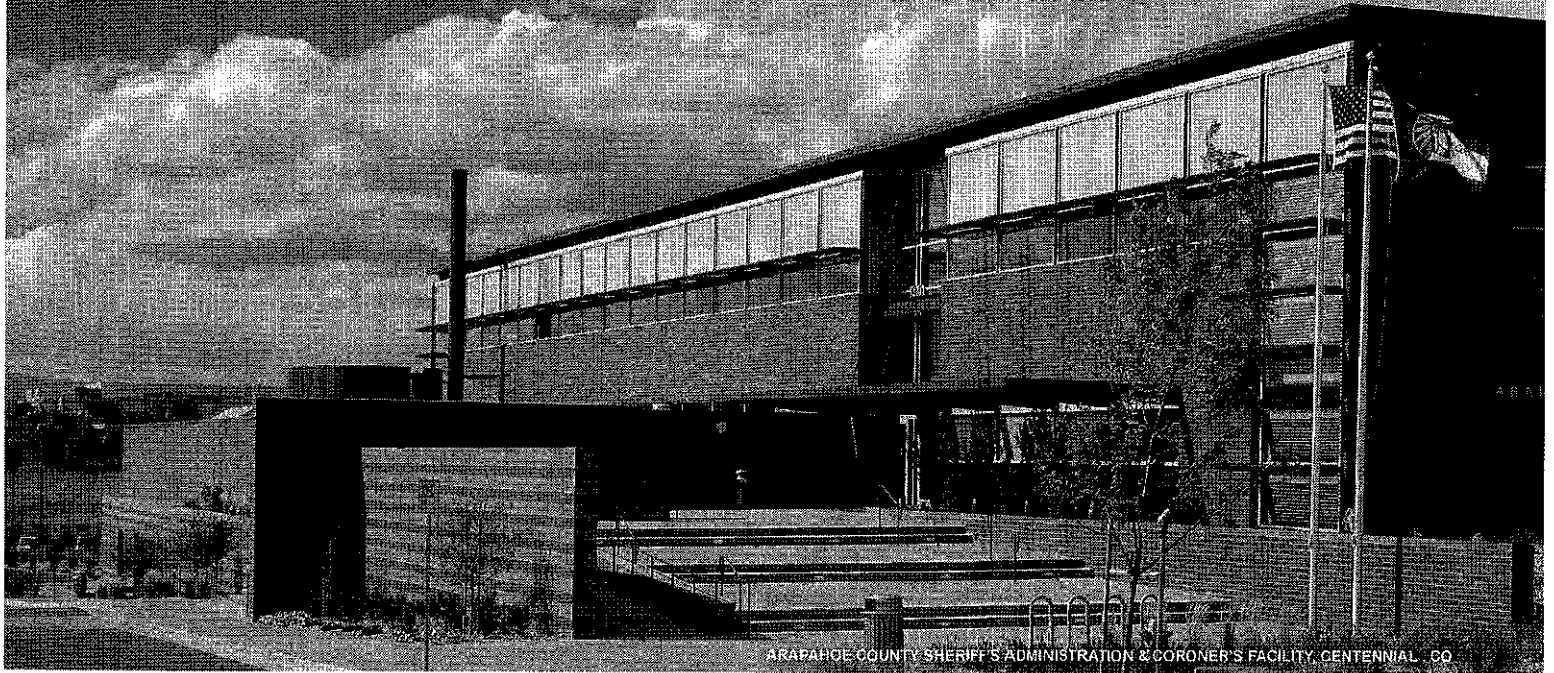
Sincerely,  
Brian Berryhill, AIA



Partner  
Roth Sheppard Architects



## 02 GENERAL INFORMATION



### FIRM HISTORY & BUSINESS PROFILE

**Roth Sheppard Architects (RSA):** Founded in 1983, Roth Sheppard Architects is nationally recognized for its cost effective, functional and creative designs for municipal and law enforcement agencies throughout the US. With over 65 Public Safety Projects completed across North America, The firm's international experience is used as a resource to provide analysis and recommendations in all aspects of law enforcement design. The firm's capabilities extend from planning and design of police stations and headquarters buildings to the specialized support facilities, coroner facilities, and forensic laboratory facilities.

RSA's award winning work is due, in large part, to our commitment to the relationships we build with our clients. Design decisions are made with extensive input from the client and that collaboration extends throughout the entire design process. Our project team remains in close contact with the client, which allows for smooth, accurate communication from the kickoff meeting to the ribbon cutting. With a well-qualified and seasoned leadership team of architects, we're certain our work will result in a process that stimulates exploration of the known and unknown to uncover value opportunities. Through rigorous analysis, these opportunities provide the framework for transforming conventional problems into inventive and cost effective solutions - two fundamental elements of a successful project.

### BUSINESS ORGANIZATION

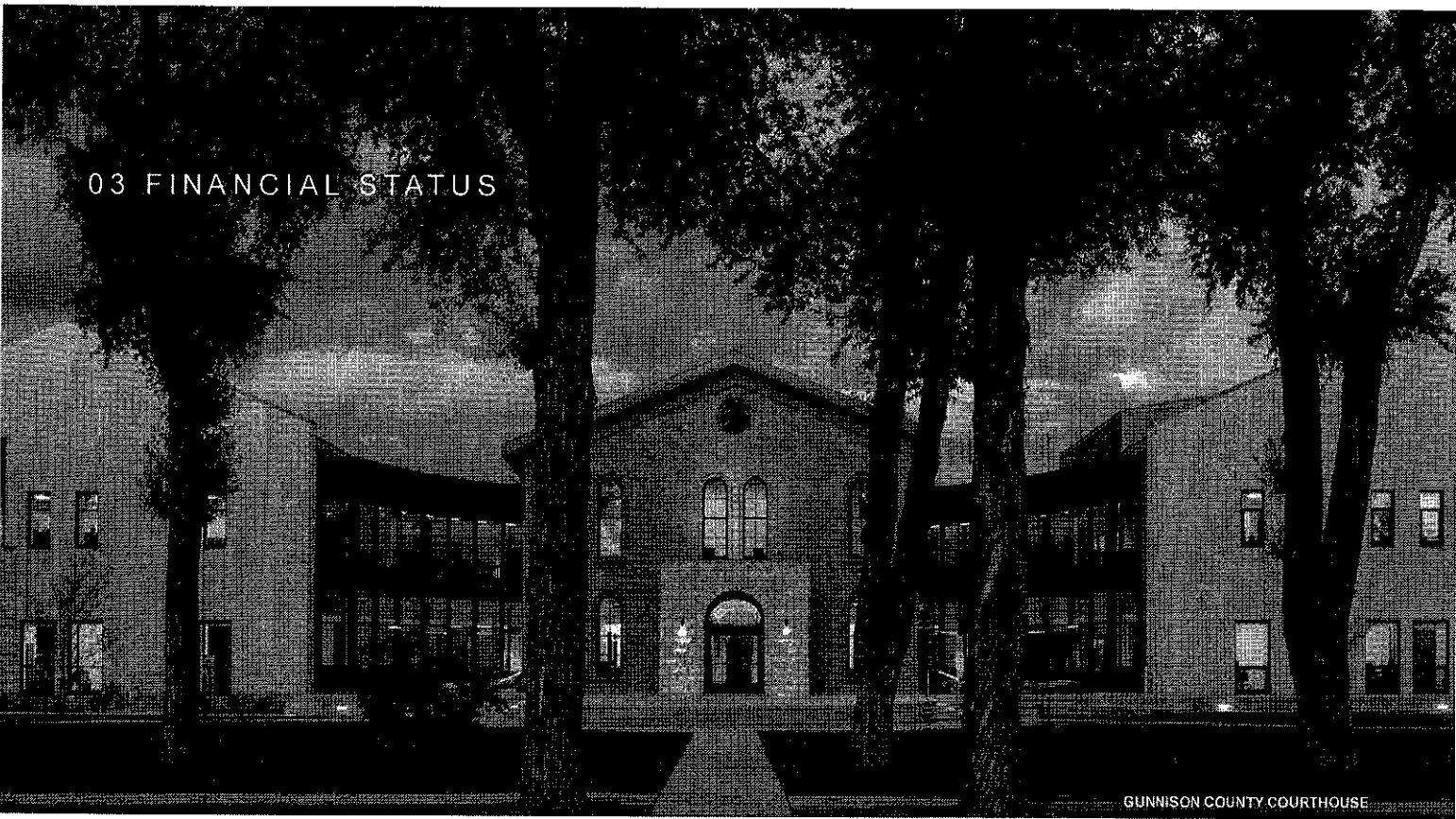
Roth Sheppard Architects is an L.L.P.

### OFFICERS AND PARTNERS

Roth Sheppard Architects:

Brian Berryhill, AIA  
Adam Harding, AIA

## 03 FINANCIAL STATUS



GUNNISON COUNTY COURTHOUSE

### **STATEMENT OF FIRM'S FINANCIAL STATUS**

Roth Sheppard Architects is in good financial standing, and will submit supporting documentation at the county's request.

## HINSDALE COUNTY JUSTICE AND ADMINISTRATION CENTER MASTER PLAN

---

### **LAKE CITY, CO**

Deanna Cooper  
Hinsdale County  
Administrator  
970-944-2225  
administrator@  
hinsdalecounty  
colorado.us

### **14,868 SF**

Building Gross SF

### **BUILT 2002**

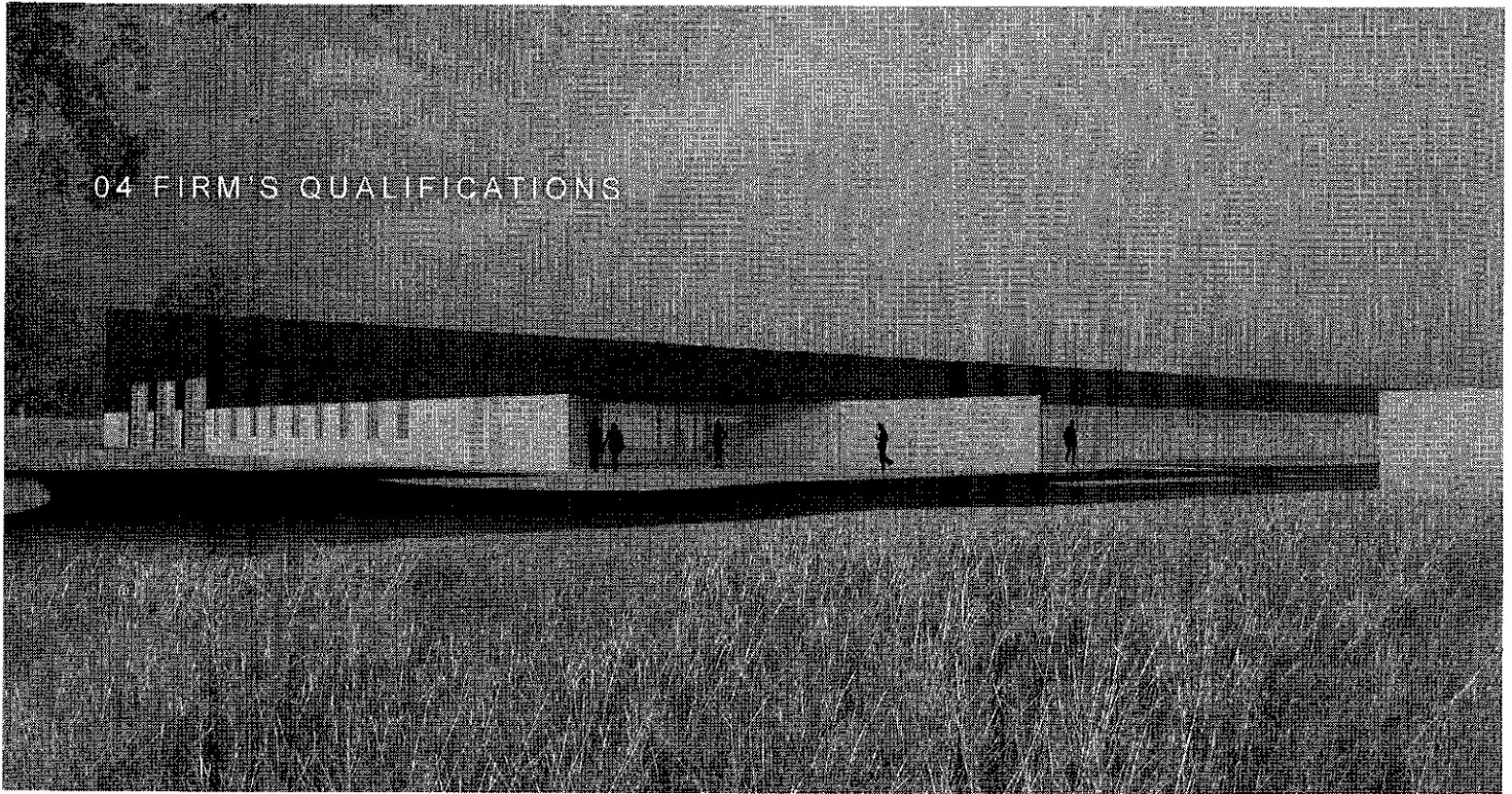
RSA provided full  
architecture design  
services.

From July 12th until November 15th, 2017, Hinsdale County retained Roth Sheppard Architects to perform a space needs verification and conceptual master plan for a new Justice & Administration Center facility on their property that extends to the north of the historic courthouse located at 317 Henson Street. The master plan is intended to relocate the departments of the County Administration, District Court, and Sheriff's Office & Law Enforcement into a new Justice & Administration Facility to the north of the historic courthouse. The Public Health department will be relocated from a facility off-site to reside within the 311 Henson Street property, which currently houses the County Administration department, and the Sheriff's Office & Law Enforcement department.

The result of this phase is a Program of needs that is developed into a conceptual-level Building Design and used to create a conceptual-level Estimate of Construction Costs. These deliverables will be used as materials necessary for fund-raising efforts for the purpose of funding this new facility for Hinsdale County.



## 04 FIRM'S QUALIFICATIONS



# THORNTON PUBLIC SAFETY FACILITY MASTER PLAN

---

### THORNTON, CO

Paul Spacese  
Facility Manager  
Paul.Spacese@  
cityofthornton.net  
303.538.7647

### 36,000 SF

Building Gross SF

### 2018

Roth Sheppard  
provided full  
architectural design  
services.

### \$17.4 M

Construction cost

The City of Thornton Fire Station #6 and Police Substation is a synthesis of programmatic efficiency and elegant simplicity. The facility embraces the project parameters of budget and function, and celebrates the innate simplicity found in designing a building from the inside out.

The concept for the design was a thoughtful approach to 'protection'. The departments housed within the facility face threatening factors as they perform their daily duties in protecting the citizens of Thornton. Fires are the obvious risk for firefighters. So, creating a separation between the operations area, and the sanctuary of the living quarters was a priority. For the police department, creating a place of refuge, where officers can return and feel able to safely recharge, was crucial. This facility is meant to be a shield against outside hazards, creating a safe, functional shelter for the building users.

## ADAMS COUNTY FLATROCK TRAINING FACILITY MASTER PLAN

### BRIGHTON, CO

Capt. Michael T.  
McIntosh  
Training Unit Adams  
County Sheriff  
303.655.3215  
sheriffmcintosh@  
adcogov.org

### 106,400 SF

Building Gross SF

### BUILT 2012

Phase 1 Master  
Plan 2012  
Training Facility &  
Firing Range 2013  
Phases 2 Master  
Plan Ongoing  
Phase 3 Masterplan  
Ongoing

### \$3 M (Phase 1)

Construction cost

The Adams County Flatrock Training Facility is a state-of-the art regional training center located on a 340-acre site near Brighton, Colorado. The site comprises of a 29,400 square foot range building containing: Multiple firing lanes: (3) 16-lane, 50-yd tactical ranges; (1) 20-lane, 50-yd tactical range; and (1) 12-lane, 200-yd rifle range; Training classrooms; Force Option Simulator room; Ammunition magazine; Defense Tactics building; Armorer; Offices; Firearm storage; Locker rooms; and, All associated maintenance, storage, and amenities.

The site also includes a 13,000 square foot Emergency Vehicle Operation Center (EVOC) featuring a concrete Skid Pad, an asphalt motors pad, an Urban Driving Course, and a High-Speed Pursuit Driving Track. As these facilities are used by numerous Colorado Front Range public safety agencies, each programmatic function was designed with flexible day-use facilities, e.g. offices, classrooms, and storage spaces to accommodate provisional user groups. The entire project was designed using BIM, which allowed for efficient and accurate coordination between Roth Sheppard Architects (RSA) and the consultants. The building is the first phase of a large 3-Phase master plan (\$35M when fully built out)

**FULL LIST OF SIMILAR PROJECTS**

Due to the extensive amount of similar justice projects, we have presented a list of projects with further information available upon request.

**MAJOR CITY PD HEADQUARTERS**

- Los Angeles World Airports Consolidated Police Administration Building | CA
- RCMP Kelowna Detachment | BC
- RCMP 'E' Division Headquarters Consolidation | BC
- Atlanta Public Safety Complex | GA
- Fullerton Police Headquarters | CA
- Houston Police Department Headquarters Architectural Program | TX
- LAPD Administration Building | CA
- Long Beach Police Headquarters Needs Assessment | CA
- Lubbock Police Department Headquarters Architectural Program | TX
- Salt Lake City Public Safety Headquarters Needs Assessment | UT
- Winnipeg Police Services, Peer Review | MB

**COURTS AND COMBINED FACILITIES**

- Aurora Municipal Court Remodel | CO
- Brighton Police Department & Municipal Court Facility | CO
- Broomfield Detention & Police Training Center | CO
- Broomfield Police Department & Combined Courts | CO
- Erie Police Services and Municipal Court | CO
- Fayetteville Police Department and Municipal Court | AR
- Frederick Police Department and Municipal Court | CO
- Golden Police Department and Municipal Center | CO
- Gunnison County Courthouse & County Administration | CO
- Montezuma County Combined Courts | CO
- Pitkin County Courthouse Remodel | CO
- Springdale Police Department, Municipal

Court & City Administration Headquarters | AR

- Thornton Police Department & Municipal Courts Architectural Program | CO
- Town of Vail Municipal Complex and Police Department | CO

**PUBLIC SAFETY SUPPORT FACILITIES**

- GTAP-D Forensic Lab | BC
- Colorado Bureau of Investigations / Colorado State Patrol Program | CO
- Colorado Bureau of Investigations Arvada | CO
- Colorado Bureau of Investigations, Pueblo Regional Criminal Justice Facility | CO
- Adams County Communications Center | CO
- Adams County Regional Public Safety Training Center | CO
- Boulder Regional Fire Training Center | CO
- Colorado Public Safety Training Academy Master Plan | CO
- NYPD Training Facility Peer Review | NY
- State of Colorado Emergency Operations Center | CO

**PUBLIC SAFETY HEADQUARTERS FACILITIES**

- City of Lacey Police Department Facility | WA
- Arapahoe County Sheriff's Administration & Coroner's Facility | CO
- Atlanta Police and Fire Department Annex | GA
- Boulder Public Safety Facility | CO
- Dickinson Public Safety Center | ND
- Fort Collins Police Services, Needs Assessment & Site Master Planning | CO
- Grand Junction Public Safety Facility Program | CO
- Kauai Main Police Facility & Emergency Operations Center | HI

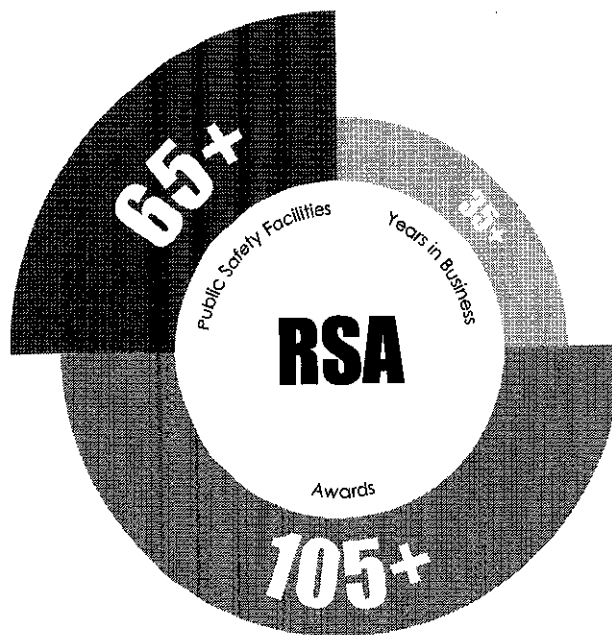
## 04 FIRM'S QUALIFICATIONS



- Lancaster Public Safety Headquarters Facility | TX
- Long Beach Police Headquarters Needs Assessment | CA
- Loveland Public Safety Facility Program and Needs Assessment | CO
- Milliken Police Department | CO
- Moreno Valley Public Safety Building | CA
- Palo Alto Police Department Program | CA
- Pine Ridge Public Safety Complex | SD
- Santa Ana Police Administration Building & Holding Facility | CA
- Sonoma County Sheriff's Department | CA
- Westminster Police Department Headquarters | CA
- Westminster Public Safety Headquarters | CO
- Windsor Police Department | CO
- Los Angeles Police Department Harbor Area Station and Jail | CA
- Los Angeles Police Department Rampart Area Station | CA
- Los Angeles World Airports Police Facility | CA
- Thornton Police/Fire Department Public safety Facility | CO

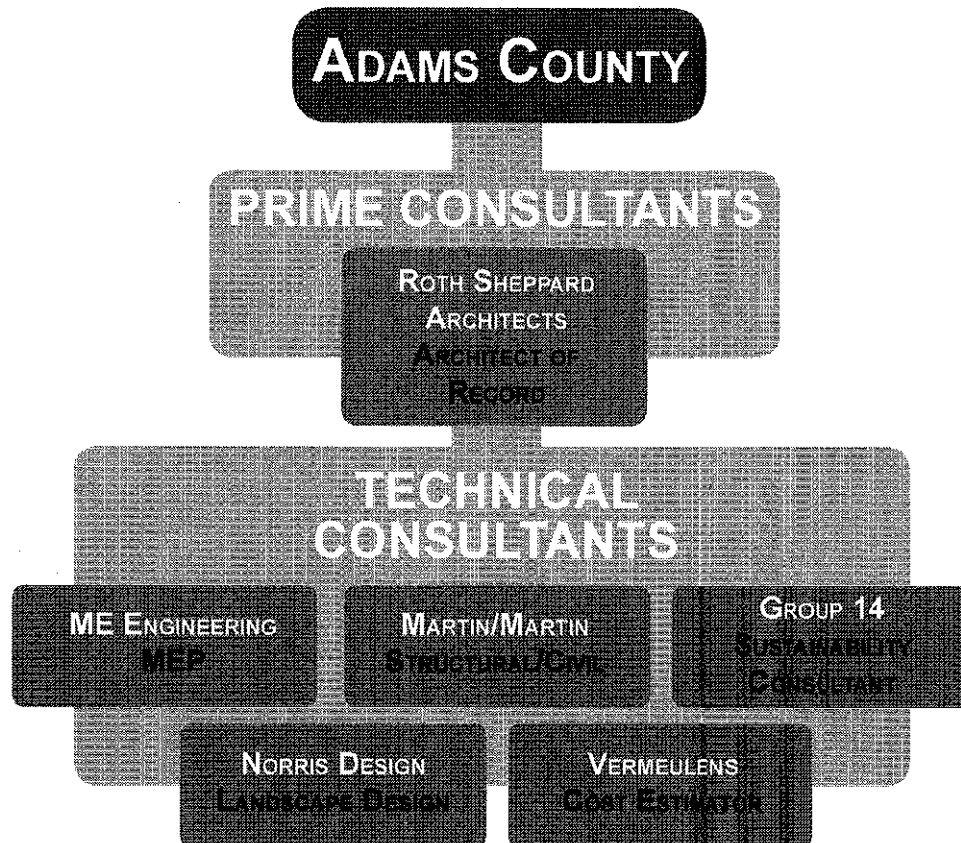
### REGIONAL, LOCAL AND PRECINCT FACILITIES

- Cherry Hills Village / South Metro Fire Rescue Joint Public Safety Facility | CO
- Dallas Police Department, South Central Substation, TX
- Denver Police Department District 4 Station, CO
- Denver Police Department District 6 Station, CO
- Denver Police Department District SWAT Facility, CO
- Firestone Police Department Public Safety Facility | CO
- Fort Worth Police Department Substation | TX
- Fort Worth Polytechnic Heights Neighborhood Police Center, TX
- Houston Police Department Midwest Station | TX
- Houston Police Department South Gessner Division | TX
- Houston Police Department Southwest Station | TX



**Firm Organization and Key individuals**

Our team organization chart is illustrated below and includes our key consultant team to provide a depth of coroner facility design, planning, engineering and specialist expertise that can not be matched by any other team. Roth Sheppard has a proven track record with each of these consultants. We have teamed with them on numerous civic projects. This chart also serves as a list of services to be provided.

**Prime Contact**

Brian Berryhill, AIA  
 Roth Sheppard Architects  
 Address: 1900 Wazee Street, Suite 100, Denver, CO 80202  
 Phone number: 303.534.7007 Fax: 303.854.7722  
 Email: Bberryhill@rothsheppard.com

**Conflicts of Interest**

We have no conflicts of interest.

**Resumes**

See Pages 12-20.





## BRIAN BERRYHILL

AIA

Partner, Roth Sheppard Architects

Workload Summary: 75% Available

### Education

*University of Oklahoma  
Bachelor of Architecture -  
2008*

### Registration

*Registered Colorado  
Architect#  
00404216  
NCARB Supervisor  
NCARB Certified# 83919*

### Professional Affiliations

*American Institute of  
Architects,  
AIA Member# 3033533*

### Lectures, Presentations & Juries

*2017 AAJ Conference  
Presenter  
"Psychological  
Considerations for Modern  
Public Safety Design"*

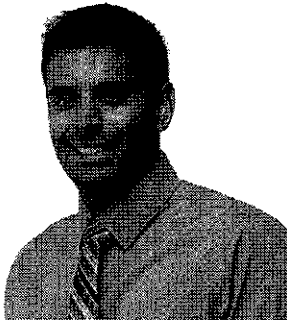
### **ROLE ON THE PROJECT - Principal In Charge (Primary Contact)**

Brian Berryhill has successfully managed the design and development of several significant public safety projects with Roth Sheppard Architects. He searches for creative and effective solutions to make the client's vision a reality. Whether listening to clients or detailing the technical aspect of a building, Brian is constantly attentive to the project requirements.

Typically overseeing projects from beginning through close-out, Brian has gained a comprehensive view of the entire design and construction process. This experience has also provided the interpersonal skills necessary to engage diverse user groups and agencies, guiding them along a collaborative and consensus directed approach.

### **PROJECT EXPERIENCE**

Adams County Coroner's Facility, Brighton, CO  
Thornton Police/Fire Public Safety Facility, Thornton, CO  
Firestone Police Department Public Safety Facility,  
Firestone, CO  
Colorado Bureau of Investigations Lab Facility, Pueblo, CO  
Colorado Bureau of Investigations Lab Facility, Arvada, CO  
Houston Police Department, SW Station, Houston, TX  
Dickinson Public Safety Center, Dickinson, ND  
City of Gardena Public Safety and Community Center,  
Gardena, CA  
Gunnison County Courthouse, Gunnison, CO  
Black Hawk Police Department, Black Hawk, CO  
Room and Board Cherry Creek, Denver, CO



## AVIK GUHA

AIA, NCARB

Roth Sheppard Architects

Workload Summary: 90% Available

### Education

*M.Arch, Washington  
University in St. Louis,  
2012*

*Master of Construction  
Management, Washington  
University in St. Louis,  
2012*

*Bachelor of Design,  
Architecture, University of  
Florida 2009*

*Bachelor of Science,  
Psychology, University of  
Florida 2009*

### Registration

*Registered Architect  
(Missouri) #02015015974*

*National Council of  
Architectural Registration  
Boards (NCARB)  
Certification #594373*

### Professional Affiliations

*American Institute of  
Architects, AIA Member#  
30474855*

*NCARB Think Tank*

### **ROLE ON THE PROJECT - Project Architect**

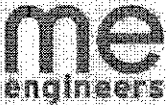
Avik's thorough attention to detail and expertise with Building Information Modeling software make him an invaluable team member. He has gained broad design experience by developing a wide range of civic and law enforcement projects, like his work on the Adams County Coroner's Facility. His passion for travel and extensive education give him a unique perspective on design issues. Avik's positive personality allows him to maintain strong client relationships.

### **PROJECT EXPERIENCE**

Adams County Coroner's Facility, Brighton, CO  
RCMP 'E' Division Forensic Lab, Vancouver, BC  
Colorado Bureau of Investigations Crime Lab, Pueblo, CO  
Thornton Police/Fire Public Safety Facility, Thornton, CO  
MillerCoors Blue Moon Brewery, Denver, CO  
Olin Business School at Washington University, Saint Louis, MO\*

Centene Core Claims Center, Tyler, TX\*  
Old Cathedral Renovation, Saint Louis, MO\*  
Prairie Place at Governors State University, University Park, IL\*  
Centene Service Center, Ferguson, MO\*  
20 Upper Ladue Private Residence, Ladue, MO\*

\*Projects completed with Mackey Mitchell Architects



**ME ENGINEERS:** ME Engineers is a global mechanical and electrical engineering design firm, founded in 1981, whose portfolio includes some of the most recognized buildings in the world.



**BRIAN KANNADY, PE**  
PRINCIPAL, MEP ENGINEER

**EDUCATION**

Bachelor of Science, Architectural Engineering, 1992 University of Wyoming, Laramie

**REGISTRATION**

Registered in: Colorado, Missouri, Oklahoma, Pennsylvania, Washington and Wyoming

**PROJECT EXPERIENCE**

- Douglas County Coroner – Douglas County, CO
- Douglas County Detention Center Remodel and Expansion – Douglas County, CO
- Ralph L. Carr Judicial Center – Denver, CO
- Jefferson County Courthouse – Golden, CO



**LEONARD F. GURULE, PE**  
PRINCIPAL, MEP ENGINEER

**EDUCATION**

Bachelor of Science, Engineering - 1994 Colorado School of Mines, Golden, CO

**REGISTRATION**

Colorado, California, and Wyoming

**PROJECT EXPERIENCE**

- Ft. Collins Police Facility and Crime Lab – Ft. Collins, CO
- Westminster Public Safety Building – Westminster, CO
- Adam's County Sheriff and Coroner's Office – Brighton, CO
- Thornton Fire Station #5 – Thornton, CO
- Grand Junction Fire Station #1 – Grand Junction, CO





**me**  
engineers

**MATT EDWARDS, PE, LEED AP**  
ASSOCIATE, HEATING &  
VENTILATION ENGINEER

**EDUCATION**

Bachelor of Science, Architectural  
Engineering, 2006, Kansas State  
University, Manhattan

Master of Science, Architectural  
Engineering, 2006 Kansas State  
University, Manhattan

**REGISTRATION**

Registered in: Massachusetts

**PROJECT EXPERIENCE**

- Ralph Carr Justice Center –  
Denver, CO
- Colorado Bureau of  
Investigation – Arvada, CO
- Colorado Bureau of  
Investigation – Pueblo, CO
- North Richland Hills Municipal  
Complex – North Richland Hills,  
TX
- Wyoming Game and Fish  
Forensic Laboratory – Laramie,  
WY



**me**  
engineers

**AUDREY WILLYOUNARD, PE**  
ASSOCIATE, ELECTRICAL  
ENGINEER

**EDUCATION**

Bachelor of Science, Electrical  
Engineering, 1998  
Seattle University, Seattle, WA

**REGISTRATION**

Colorado

**PROJECT EXPERIENCE**

- Thornton Justice Center –  
Thornton, CO
- Bryan Justice Center – Bryan,  
TX
- Mesquite Justice Center –  
Mesquite, TX
- Grand Prairie Public Safety  
Building – Grand Prairie, TX
- 1050 Page Mill Campus– Palo  
Alto, CA
- 500 University – Palo Alto, CA



**me**  
engineers

**AUSTIN P. SIMMONS, PE**  
PRINCIPAL, IT SPECIALIST

**EDUCATION**

Bachelor of Science, Architectural  
Engineering, 2001  
University of Colorado, Boulder, CO

**REGISTRATION**

Colorado

**PROJECT EXPERIENCE**

- Westminster Public Safety  
Building – Westminster, CO
- Armed Forces Reserve Center  
– Broken Arrow, OK
- Colorado State Capitol –  
Denver, CO
- Colorado Bureau of  
Investigation – Arvada, CO
- Colorado Bureau of  
Investigation – Pueblo, CO



**MARTIN/MARTIN CONSULTING ENGINEERS:** Martin/Martin, Inc. is a full-service civil and structural engineering and surveying firm, operating from Colorado since the 1940s.



**PAUL DOAK, PE, SE, LEED AP**  
PRINCIPAL, STRUCTURAL  
ENGINEER

**EDUCATION**

MS, Civil Engineering, University of  
Illinois, 1985

BS, Civil Engineering, Colorado State  
University, 1981

**REGISTRATION**

Colorado

**PROJECT EXPERIENCE**

- Gunnison County Courthouse,  
Gunnison, CO
- El Paso County Justice Center  
Expansion, El Paso County, CO
- Eagle County Justice Center  
Expansion, Eagle County, CO
- Adams County Justice Center  
Expansion, Adams County, CO
- Gunnison Project Experience,  
Gunnison, CO, Paul has  
extensive project experience in  
Gunnison, including:
  - Gunnison Community



**WILLIAM P. WILLIS, PE**  
PRINCIPAL, CIVIL ENGINEERING

**EDUCATION**

BS, Civil Engineering, Colorado  
State University, 1983

**REGISTRATIONS**

Professional Engineer – 10 states,  
including CO, No. 25803

**PROJECT EXPERIENCE**

- City of Aurora Public Safety  
Training Center | Aurora, CO
- Arvada Police Community  
Substations | Arvada, CO
- Erie Police Department and  
Municipal Court | Erie, CO
- Erie Police Station | Erie, CO
- Cherry Hills Village Police  
Station | Cherry Hills Village,  
CO
- Flatrock Training Facility |  
Commerce City, CO



**VERMEULENS:** A leader and an innovator in pre-construction cost control. We developed the elemental estimating systems, line item estimate computer reports, and computer graphic take-off processes that have become standard throughout the industry.



**MELISSA CHABOT, LEED AP  
ASSOC. PRINCIPAL, ESTIMATOR**

**EDUCATION**

Bachelor of Applied Science  
Mechanical Engineering  
Queens University



**PROJECT EXPERIENCE**

- State of Colorado Department of Agriculture New Lab Building, Broomfield, Colorado
- Denver Federal Center New FDA Denver District Office Building, Denver, Colorado
- City of Manchester New Hampshire New Public Works and Police Department
- Massachusetts State Police Crime Laboratory, Boston, Massachusetts



**GROUP14 ENGINEERING:** Group14 is a LEED Consultant that works with owners and design teams to strategize and execute each project's sustainable design goals within budget constraints.



**LAURA CHARLIER, LEED AP BD+C  
LEED SPECIALIST**

**EDUCATION**

1989, Associates Degree of Occupational Studies in Interior Design, Colorado Institute of Art



**PROJECT EXPERIENCE**

- Coors Foundation, Denver, CO (LEED Silver)
- CDOT Region 2 Headquarters
- Montezuma County Combined Courts, Cortez, CO (pursuing LEED Certified)
- Mile High United Way, Denver, CO (LEED Gold)
- Village Center Station I, II and III Denver, CO (pursuing LEED Silver)
- DIA Fire Station #35, Denver, CO (pursuing)



**NORRIS DESIGN:** Established in 1985, Norris Design's strategic partnership in planning, landscape architecture and branding encompasses local, regional, national and international projects.



**JOHN BIRKEY, PLA**  
LANDSCAPE ARCHITECT

**EDUCATION**

Master of Landscape Architecture  
University of Colorado Denver,  
with honors, 1997

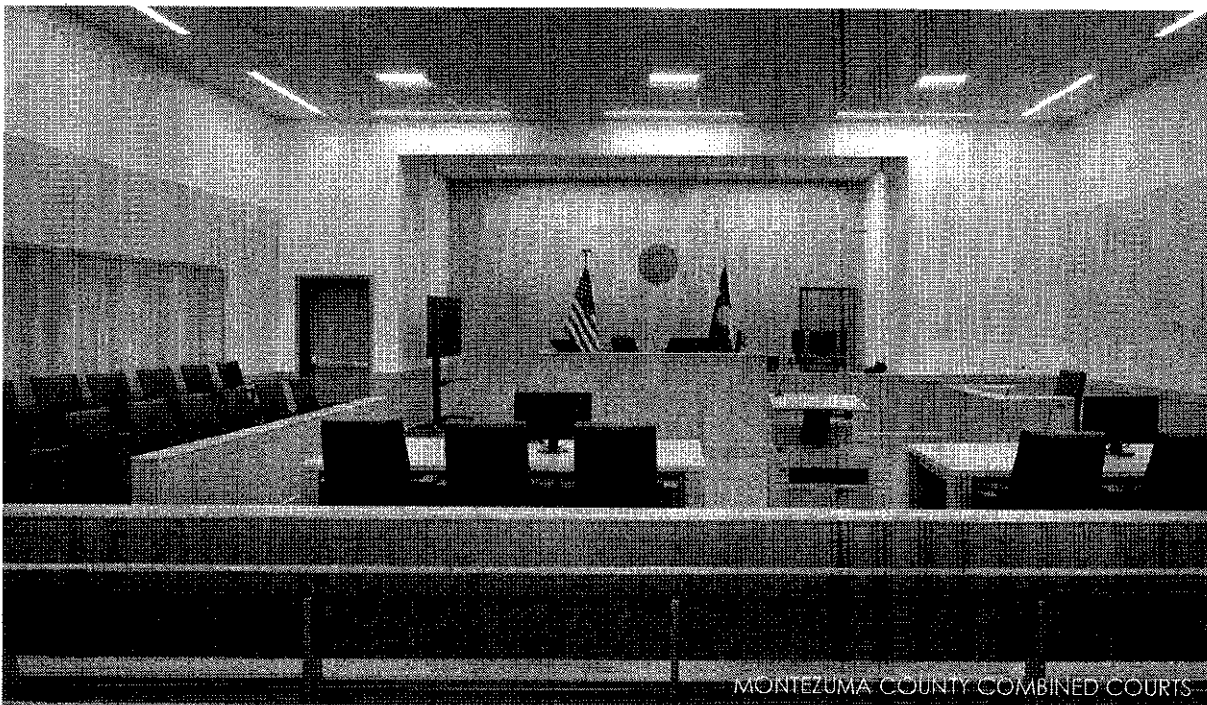
Bachelor of Studio Fine Arts  
University of Colorado Denver,  
with honors, 1993

**REGISTRATION**

Registered Landscape Architect,  
Colorado, #655

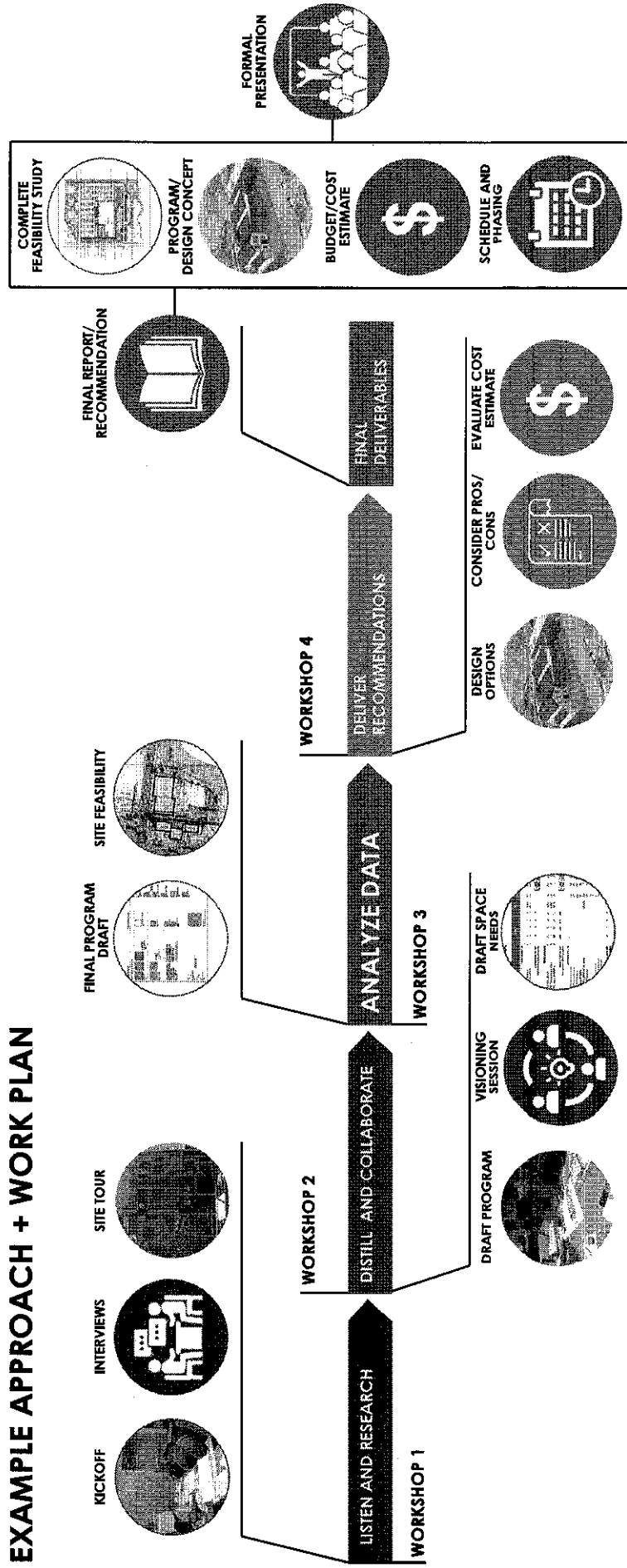
**PROJECT EXPERIENCE**

- Adams County Justice Center Expansion, Adams County, CO
- Adams County Natural Park, Adams County, CO
- Adams County Youth Services Center, Brighton, CO
- Boulder County Jail Expansion, Boulder, CO Brighton City Hall & Carmichael Park, Brighton, CO
- Brighton Downtown Plaza Master Plan, Brighton, CO



MONTEZUMA COUNTY COMBINED COURTS

## EXAMPLE APPROACH + WORK PLAN





**SCOPE OF SERVICES**

Roth Sheppard's approach and proposed operational structure is to provide Adams County client team the single point of contact Brian Berryhill, who will be responsible to work directly with the assigned Adams County Project Manager and coordinate the appropriate technical consultant team. Our role will be to work for the Public Works department to facilitate solutions for their users. We will present clear information to the Public Works department to be able to make responsible decisions. We understand the nuances of on-call services and have successfully completed projects at a variety of scales during the course of on-call contracts. For example, we have completed tasks from modifying guardrails in an atrium to master planning 15-acre justice facilities.

Each task will be assigned a project architect, under the direct supervision of Brian, to daily coordinate the technical team's scope of work. Brian will use his extensive experience with Adams county and other on-call projects to guide the team through the rapid scheduling and decision making required. The entire team will be responsible for understanding the particular scope of any On-Call assignment and to produce documentation at the appropriate level of detail required to facilitate Adams County's needs. Herb Roth, the Principal in Charge, will have the ultimate responsibility for assuring that Roth Sheppard Architects is responsive to Adams County requests and project production.

**SAMPLE WORK PLAN****WORKSHOP 1****PROJECT KICK-OFF, GOALS AND COMMUNICATION STRATEGY (STAFFING PLAN: Brian Berryhill, Avik Guha)**

We would kick-off this project with a Stakeholders Meeting to review the current status of facilities and understand future needs. We propose to do this on site, touring your existing facilities and discussing them with you. During these tours, we would also have our Structural and MEP Engineer partners present to conduct surveys of building systems. One of the main purposes of this meeting is to work directly with the stakeholders to create a Project Communications Plan, establish critical milestones, and discuss project goals. We will gather information from various stakeholders via questionnaires and interviews during the early stages of this project. We will record any unique operational protocol, review and validate your current and future needs, develop an understanding of the implications of shifting the various program operations, and observe any maintenance related issues. We will also document any lessons-learned from the existing facilities to understand specific needs to incorporate into the renovation or new construction.

**WORKSHOP 2****VISIONING SESSION WORKSHOP (STAFFING PLAN: Brian Berryhill, Avik Guha)**

We will conduct a Visioning Session Workshop in order to understand the collective opportunities and issues as we begin to define space needs from an operations-first perspective. We will identify and prioritize the technical, operational, architectural, sustainable, and financial drivers of your space needs and program. This session can be held as a single gathering with the City of Casper and other appropriate stakeholders. Select interviews may be necessary to distill your vision of the project based on overall project goals and visioning session.

**PROGRAMMING (STAFFING PLAN: Brian Berryhill, Avik Guha)**

We will develop a workspace needs plan from the information gathered during the Visioning Session Workshop and interviews with user groups. Space sizing will be informed by the Visioning Session Workshop and the concepts we develop together throughout the programming process. Each space component will be documented, including what is driving it's needs and size from an operational perspective and workforce effectiveness. During this workshop, we can also tour alternate sites, if appropriate.

### **WORKSHOP 3**

#### **SITE FEASIBILITY AND PROGRAM DRAFT (STAFFING PLAN: Brian Berryhill, Avik Guha)**

Our Site Feasibility effort begins with an evaluation of the physical attributes of the existing building/space as well as any alternate sites. We will study the required square footage needs against the available space in the existing facility. We will consider QUALITY of space--does it work for the proposed use--and not only focus on the QUANTITY of space. We will study the available space on the site available for possible expansions of the building either immediately or as part of a phased approach to address projected future needs. We will also review availability of utilities, accessibility, and sustainability afforded by each site. After studying the site, we will "zoom out" and assess the immediate vicinity to assess locality factors that might impact operations such as ingress/egress, proximity to arterial streets, neighboring structures and any other unique area features. We will review setbacks, easements, and zoning requirements. During this phase, we will also evaluate parking and traffic implications.

### **WORKSHOP 4**

#### **CONCEPTUAL MASTER PLANNING (STAFFING PLAN: Brian Berryhill, Avik Guha)**

Once we are thoroughly versed in your specific needs, we will develop the conceptual design options. We will do so by using the lessons learned from our exploration of possibilities and the surrounding area. This will be achieved through 'co-creating' with the City of Casper Police Department, Fire Department, stakeholders, and the community. Co-creating is a design method that closely integrates our clients into the design process to allow for consistent collaboration. We will compile similar and successful project examples to review with you, research and analyze the City of Casper's history, and consider multiple design precedents for your review and input. Additionally, we will provide lessons learned from previous experiences to challenge the team to consider hidden opportunities. Our goal is to not just meet current needs, but to position you for future growth.

### **FINAL DELIVERABLES**

After site visits and meetings with the stakeholder group, we will incorporate comments from the review and deliver the final iteration of the report, including the programming space needs assessment, facilities evaluation, budget/cost estimate, anticipated schedule and phasing. The report will be used to provide the city with a recommended solution, which will be presented to the city council, city staff, and the Police/Fire/EMS Departments.

### **SCHEDULE CONTROL**

The schedule will be updated during regular milestone meetings with you and we will track the agreed upon schedule throughout the process to assure your project remains on schedule. As a result of having a team that is highly experienced in this type of programming and conceptual design process - we understand the timing and sequencing of related issues and when the appropriate questions must be asked of both the client and consultant team to meet the schedule milestones.

### **COST ESTIMATING**

After we receive the critical input from the programming exercise, we will develop a conceptual design that is informed by these preferences. Within our design, we will address functional efficiencies of the program components, and capitalize on opportunities discovered during programming. We will then provide a Draft Conceptual Design to submit to Adams County staff for review and comment. At this time, we will also engage our Cost Estimator and begin pricing the various components of the design. We will distribute this cost information to you and discuss it comparatively with any initial budgetary needs or assumptions you may have. Once we receive your comments regarding the design and the initial cost numbers, we will refine our design to address concerns, and will then create a Final Conceptual Design that will again be delivered to our cost estimator for pricing.

### **COST CONTROL**

We recognize the significance of a budget. It is not just a number; it is a commitment to provide you

with decisions that maximize value. Cost control is an underlying principle throughout each project phase that results in a disciplined design approach. We have a history of designing within budget and uncovering innovative ways to obtain maximum design quality within project parameters. Our proposed concurrent cost estimates will be completed throughout the conceptual design phase to ensure that costs are continually factored into the collaborative sessions. At the project inception, we will work directly with Adams County to establish a cost model within the stipulated project budget that will become the benchmark for measuring all future cost estimating exercises. Throughout the project development process, a review of all of the proposed systems for the project is conducted to allow the design team to focus every project dollar appropriately. We will also examine other important factors that influence the cost of materials and systems.

### **VALUE ENGINEERING**

We will request that Vermeulens, our proposed cost estimator, provide costs associated with specific design options throughout the Conceptual Design process. This will help Adams County, RSA agree and select solutions from a variety of options that differ in cost and execution. This will refine the scope of the project to meet your anticipated budgetary needs without requiring that parts of the project be reworked in a typical 'value engineering' exercise, to bring the project in line with the budget. This exercise is intended to occur during design, in order to provide the maximum value for your budget.

### **VALUE-ORIENTED APPROACH**

Over the past five years, more than 75% of our projects have been delivered utilizing a CMGC or design-build delivery methodology. The success of the CMGC process starts with the integration of the contractor into the design process. By establishing an integrated design and delivery approach early on in the design phase, we can work together to achieve the project goals. This team-oriented approach benefits you as the client in a number of ways:

- Balancing cost, program and quality goals early on
- Integrating schedule into the overall design and construction agenda
- Establish a team synergy that is 'solutions' versus 'problems' oriented
- Control and identify 'scope creep' throughout the process
- Identify 'value-based' priorities at the initiation of the project
- Ongoing 'value-based' decision making versus a 'reactive based' value engineering process

Unlike the traditional adversarial based open bid process, a CMGC approach is value oriented. Throughout the process, design decisions are made based on immediate constructability and cost impact advice provided by the contractor. This feedback leads to projects that have fewer change orders, fewer coordination conflicts and fewer schedule delays.

## 06 PROPOSED FEE



ERIE POLICE AND MUNICIPAL COURT

### **PROPOSED FEE**

Per the RFP, all pricing information has been submitted in a separate, sealed envelope.

## 07 GENERAL ITEMS



MONTEZUMA COUNTY COMBINED COURTS

### **ADDITIONAL QUALIFICATIONS**

**Technology and Manpower** – Over the past 31 years, Roth Sheppard has maintained a staff of 10 – 27 people with our staff stabilizing at 15-17 for the last 10 years. Over 80% of our staff are LEED accredited, including 9 registered architects, 4 architectural interns and 3 support staff assisting in the marketing and daily operations of the firm. We do not distinguish between architecture and interior and interior design, thus all staff members are trained and well versed in either discipline. We provide planning and interior and exterior design services based on a BIM software platform (Revit). Renderings and visualization products range from hand drawings and physical models to animated digital fly throughs. We also provide branding and community interface strategic thinking for many of our clients including municipalities, restaurants and retail entities.

**Communication and Client Service Philosophy** – Our firm is structured in a collaborative and efficient manner, which allows our team of principals, project architects, designers and sub-consultants to work together and filter client communication through one point of contact. This contact, Brian Berryhill, will ensure that the appropriate personnel attend public and private meetings during programming, design and construction of the facility. Our team will utilize detailed agendas, meeting minutes and graphic materials to effectively communicate important information. This facilitates timely client design decisions and ensures that all team members are on the same page, reducing schedule delays and miscommunication among consultants.

**Office Design** – In addition to justice expertise, we understand the complexities of multi-departmental administration buildings and how to implement advancements in office systems, furniture, lighting, interior design and sustainability. When designing office spaces, we take into account the way people collaborate, while utilizing innovative acoustic and security solutions to create a synergistic connection amongst staff and a seamless division between public and private spaces.

**Summary of Qualifications:**

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

**Business / Corporate Information:**

Current Name of Firm: Roth Sheppard Architects Place of Incorporation: Colorado

Other Names / Previous Names: \_\_\_\_\_

Type of Business: Architectural Firm Number of Years in Business: 34

Number of Employees: 18 Number of Local Employees: 18  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 4 VP/Directors: NA Project Managers: 6

Architects: 15 Engineers: NA Support Staff: 3

**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 specific focus on Justice functions: 65

Total number of Projects with specific focus on Courthouses: 10

Total number of Project with specific focus on Jails / Prisons: 4

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 20

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 15

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

Value of Work Currently Under Contract: \$ 50 Million

Number of Projects completed with prime Sub-consultant(s): 17  
(for Subcontractors – indicate # of projects completed with the Design Lead)

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

**Verification of Qualifications Summary:**

Brian Berryhill, AIA  
Name and Title (Printed)

  
Signature

2/27/19  
Date

**Summary of Qualifications:**

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

**Business / Corporate Information:**

Current Name of Firm: Martin/Martin, Inc. Place of Incorporation: Lakewood, CO

Other Names / Previous Names: \_\_\_\_\_

Type of Business: Corporation Number of Years in Business: 30

Number of Employees: 242 Number of Local Employees: 228  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 29 VP/Directors: 3/8 Project Managers: 58

Architects: 2 Engineers: 184 Support Staff: 34

**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 specific focus on Justice functions: 47

Total number of Projects with specific focus on Courthouses: 20

Total number of Project with specific focus on Jails / Prisons: 15

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 6,170

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 114

Number of Projects Valued \$5,000,000 and over in Construction Cost: 428


Value of Work Currently Under Contract: \$ 2B+

Number of Projects completed with prime Sub-consultant(s): 40  
(for Subcontractors – indicate # of projects completed with the Design Lead)

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

**Verification of Qualifications Summary:**

Paul Doak | Principal, Structural Engineering  
Name and Title (Printed)

  
Signature

02/20/19  
Date



**Summary of Qualifications:**

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

**Business / Corporate Information:**

Current Name of Firm: M-E Engineers, Inc. Place of Incorporation: Colorado

Other Names / Previous Names: ME Engineers

Type of Business: Corporation Number of Years in Business: 38

Number of Employees: 340 Number of Local Employees: 125  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 65 VP/Directors: 0 Project Managers: 94

Architects: 1 Engineers: 110 Support Staff: 60

**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 specific focus on Justice functions: 13

Total number of Projects with specific focus on Courthouses: 7

Total number of Project with specific focus on Jails / Prisons: 0

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 290

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 581

Number of Projects Valued \$5,000,000 and over in Construction Cost: 2,034

Value of Work Currently Under Contract: \$ 73,874,520

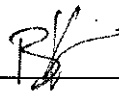
Number of Projects completed with prime Sub-consultant(s): 5  
(for Subcontractors – indicate # of projects completed with the Design Lead)

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

**Verification of Qualifications Summary:**

Brian Kannady, Principal  
Name and Title (Printed)

Signature



2/22/19  
Date



**Summary of Qualifications:**

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

**Business / Corporate Information:**

Current Name of Firm: Group14 Engineering, PBC Place of Incorporation: Denver, CO

Other Names / Previous Names: Enermodal Engineering, Inc.

Type of Business: Public Benefit Corporation Number of Years in Business: 26 Years

Number of Employees: 42 Number of Local Employees: 40  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 5 VP/Directors: 0 Project Managers: 16

Architects: 0 Engineers: 19 Support Staff: 17

**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: 842

Total number of Projects with specific focus on Governmental Offices: 121

Total number of Project with specific focus on Fleet/Public Works/Shops: 9

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 5

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 28

Number of Projects Valued \$5,000,000 and over in Construction Cost: 809

Value of Work Currently Under Contract: ~\$25,000,000

Number of Projects completed with prime Sub-consultant(s): 6

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

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

**Verification of Qualifications Summary:**

Mary S. Reilly, CEO  
Name and Title (Printed)

S. Reilly  
Signature

02/22/2019  
Date

**Summary of Qualifications:**

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

**Business / Corporate Information:**

Current Name of Firm: Norris Design, Inc. Place of Incorporation: Denver, Colorado

Other Names / Previous Names: Norris Dullea; The Norris Company

Type of Business: Corporation Number of Years in Business: 34

Number of Employees: 158 Number of Local Employees: 105  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 22 VP/Directors: N/A Project Managers: 11 Planners (3 AICPs)

Architects: 52 Landscape Architects/Designers (16 PLAs) Engineers: 0 Support Staff: 20

**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 specific focus on Justice functions: 5

Total number of Projects with specific focus on Courthouses: 2

Total number of Project with specific focus on Jails / Prisons: 6

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 2,048

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 602

Number of Projects Valued \$5,000,000 and over in Construction Cost: 361

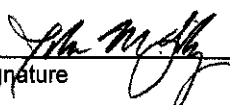
Value of Work Currently Under Contract: \$ 320,000,000

Number of Projects completed with prime Sub-consultant(s): 5  
(for Subcontractors – indicate # of projects completed with the Design Lead)

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

**Verification of Qualifications Summary:**

John Birkey, PLA | Principal  
Name and Title (Printed)

  
Signature

February 20, 2019  
Date

**Summary of Qualifications:**

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

**Business / Corporate Information:**

Current Name of Firm: Vermeulen's, Inc. dba Vermeulens Place of Incorporation: Massachusetts

Other Names / Previous Names: A. J. Vermeulen / A. J. Vermeulen, Inc. / Vermeulen & Logg

Type of Business: Corporation Number of Years in Business: 47

Number of Employees: 32 Number of Local Employees: 2  
Please Provide Breakdowns of Local Employees Only

Principals/Executives: 2 VP/Directors: 7 Project Managers: 6

Architects: 0 Engineers: 0 Support Staff: 17

**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 specific focus on Justice Functions: 15

Total number of Projects with specific focus on Courthouses: 19

Total number of Project with specific focus on Jails / Prisons: 5

Number of Projects Valued \$0 to \$1,000,000 in Construction Cost: 199

Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost: 141

Number of Projects Valued \$5,000,000 and over in Construction Cost: 577

Value of Work Currently Under Contract: \$not available

We track our future pipeline of work and compare it against our current capacity. At present, our capacity is 67% utilized on existing projects; leaving us 33% capacity for future projects.

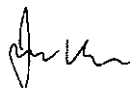
Number of Projects completed with prime Sub-consultant(s): 1  
(for Subcontractors – indicate # of projects completed with the Design Lead)

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

**Verification of Qualifications Summary:**

James Vermeulen, Managing Principal

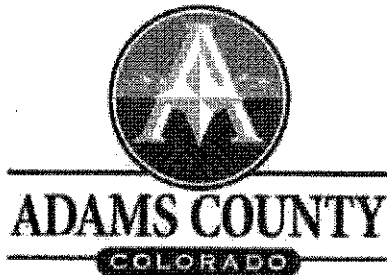
Name and Title (Printed)



Signature

February 21, 2019

Date



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

### REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

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

**Mailing Address:**

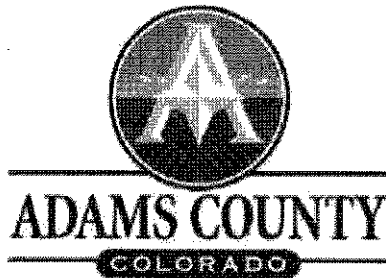
Adams County Government Center  
Purchasing Division C4000A  
4430 South Adams County Parkway  
Brighton, CO 80601

Jen Tierney Hammer  
Lead Contract Specialist  
RFP-JTH 2018.401

**Hand Deliveries accepted:**

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

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



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

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

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

Roth Sheppard Architects

Contractor Name

Brian Berryhill, AIA

Printed or Typed Name

Signature

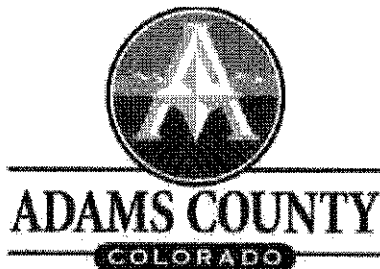
Partner

Title

2/27/19

Date

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



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

### REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

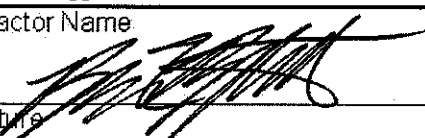
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

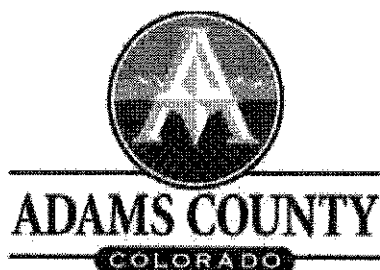
If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendum No. 1, Addendum No. 2, Addendum No. 3

<u>Roth Sheppard Architects</u>	<u>2/27/19 NA</u>
Contractor Name	Date
	Brian Berryhill, AIA
Signature	Printed Name
Partner	
Title	
<u>1900 Wazee Street, Ste. 100</u>	
Address	
<u>Denver, CO 80202</u>	<u>Denver</u>
City, State, Zip Code	County
<u>303.854.7007</u>	<u>303.534.7722</u>
Telephone	Fax
<u>bberryhill@rothsheppard.com</u>	
Email	

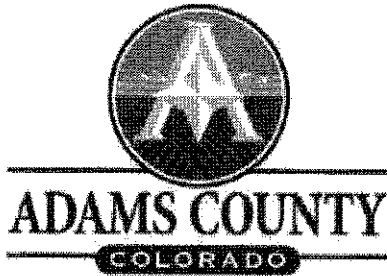


Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL REFERENCE FORM

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

<b>Company Name</b>	<u>ADAMS COUNTY, COLORADO</u>
Address	<u>4430 S Adams County Pkwy, Suite 1700, Brighton, CO 80601</u>
Reference Name	<u>Seán Braden, Manager of Planning, Design &amp; Construction, Facilities &amp; Fleet Management</u>
Reference Email Address	<u>sbraden@adcogov.org</u>
Telephone Number	<u>(720) 523-6003</u>
Project Name	<u>ADAM'S COUNTY SHERIFF'S ADMINISTRATION &amp; CORONER'S FACILITY</u>
Value	<u>\$ TBD</u>
<b>Company Name</b>	<u>City of Thornton</u>
Address	<u>9500 Civic Center Dr, Thornton, CO 80229</u>
Reference Name	<u>Paul Spacece, Facility Manager</u>
Reference Email Address	<u>Paul.Spacece@cityofthornton.net</u>
Telephone Number	<u>(303) 538-7647</u>
Project Name	<u>THORNTON PUBLIC SAFETY FACILITY</u>
Value	<u>\$ 17.4 Million</u>
<b>Company Name</b>	<u>Hinsdale County, Colorado</u>
Address	<u>317 Henson St, Lake City, CO 81235</u>
Reference Name	<u>Deanna Cooper, Hinsdale County Administrator</u>
Reference Email Address	<u>administrator@hinsdalecountycolorado.us</u>
Telephone Number	<u>(970) 944-2225</u>
Project Name	<u>HINSDALE COUNTY COURTHOUSE MASTER PLAN</u>
Value	<u>\$ 250,000</u>



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

**REQUEST FOR PROPOSAL  
TERM OF ACCEPTANCE FORM**

Request for Proposal # JTH-2018.401

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

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

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

Roth Sheppard Architects

Colorado

Contractor Name

Authorized Signature

Brian Berryhill, AIA

Printed Name

Partner

Title

1/30/18

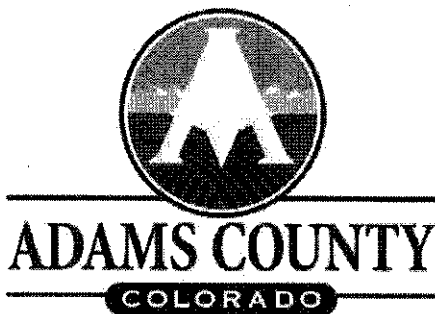
Date





**Roth Sheppard Architects**  
1900 Wazee Street, Ste. 100  
Denver, CO 80202  
P: 303.834.7007

Exhibit B



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

**REQUEST FOR PROPOSAL  
PRICING FORM: 2019.307**

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

**Form of Proposal / Fee Breakdown:**

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

<b><u>Anticipated Constr. Cost</u></b>	<b><u>Up to \$1M</u></b>	<b><u>\$1 to \$5M</u></b>	<b><u>\$5M and over</u></b>
<b>Proposed Ranges:</b>	<b>Up to \$ <u>98,000</u></b>	<b>from \$ <u>92,000</u> to \$ <u>460,000</u></b>	<b>\$ <u>445,000</u> and over</b>
PRE-DESIGN:	<u>1.2 %</u>	<u>1.2 %</u>	<u>1.2 %</u>
DESIGN: SD	<u>1.3 %</u>	<u>1.3 %</u>	<u>1.3 %</u>
DD	<u>2.9 %</u>	<u>2.3 %</u>	<u>2 %</u>
CD	<u>2.5 %</u>	<u>2.5 %</u>	<u>2.5 %</u>
<i>(Includes Bidding &amp; Permit Documents and Coordinated Construction Documents)</i>			
CONSTR. ADMIN.	<u>2.2 %</u>	<u>2.2 %</u>	<u>2.2 %</u>
<i>(Includes Bidding &amp; Closeout)</i>			
REIMBURSABLES	<u>0.2 %</u>	<u>0.2 %</u>	<u>0.2 %</u>
<b>GRAND TOTAL</b>	<b><u>10.3 %</u></b>	<b><u>9.7 %</u></b>	<b><u>9.4 %</u></b>

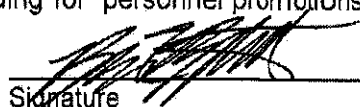
**Additional Certifications:**

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

**Fee Proposal Clarifications:**

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

Brian Berryhill, AIA, Partner  
Name and Title Printed

  
Signature

2/27/19  
Date

## SHEPPARD

Feb. 27, 2019

To: Jen Tierney Hammer, Contract Specialist, Adams County  
4430 South Adams County Parkway, Brighton, Colorado 80601

RE: Fee Schedule (Hourly Rates): Architectural Design Services For County  
Wide Justice Design

Architectural Position/Title	Rate
Principal/Partner	\$200/Hour
Senior project manager	\$165/Hour
Project manager	\$135/Hour
Architect	\$120/Hour
Junior Architect	\$90/Hour
Designer	\$80/Hour

Percentage of consultant markup 4.3%

Sincerely,  
Brian Berryhill, AIA



Partner  
Roth Sheppard Architects

ROTH SHEPPARD ARCHITECTS

1300 WAZEE STREET, SUITE 100 | DENVER, COLORADO 80202

T: 303.534.7007 F: 303.534.7722 | [www.rothsheppard.com](http://www.rothsheppard.com)