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

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

1. SERVICES OF THE CONSULTANT:

- 1.1. All work shall be in accordance with the attached RFP 2019.307 and the Consultant's response to the RFP 2019.307 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. 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.
- 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**:

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- 3.1. <u>Term of Agreement:</u> The Term of this Agreement shall be for three (3) years for the date of execution, unless terminated as specified elsewhere herein.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Consultant.
- 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Consultant for services furnished under this Agreement, and the Consultant shall accept as full payment for

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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.

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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 Clam:

\$2,000,000

- 8.4.2. This insurance requirement applies only to the Consultants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Consultant's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
 - 8.5.1 Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Consultant.
 - 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Consultant.

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' 8.6. Licensed Insurers: All insurers of the Consultant must be licensed or approved to do business in the State of Colorado. Upon failure of the Consultant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Consultant in obtaining and/or maintaining any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

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

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

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

11. TERMINATION:

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

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

12. MUTUAL UNDERSTANDINGS:

- 12.1. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Consultant agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Consultant warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Consultant expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. 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. <u>Record Retention</u>: The Consultant shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. <u>Assignability:</u> Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Consultant without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving

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

13, AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Consultant to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Consultant shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Consultant.
- 14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Consultant shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 14.1. The Consultant shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 14.2. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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- 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** 6-5-19 Raymond H. Gonzales Wold Architects & Engineers Signature PRINCIPAL Attest: Josh Zygielbaum, Clerk and Recorder Approved as to Form: Adams County Attorney's Office **NOTARIZATION OF CONTRACTOR'S SIGNATURE:** AIMEE LALONE NOTARY PUBLIC - STATE OF COLORADO COUNTY OF DENVER Notary Identification #20154048911 My Commission Expires 12/23/2019 STATE OF LOURAND)SS. Signed and sworn to before me this 5th day of _____ , 2019,

My commission expires on: 12.23. 2019

CONSULTANT'S CERTIFICATION OF COMPLIANCE

CONSULTANT:

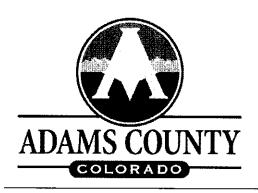
Para Carried Straight St.

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.

Wold Architects & Engineers Company Name	May 8, 2019 Date
Signature Signature	
JOB GUTERREZ Name (Print or Type)	
PMNCIPAL Title	

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

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



REQUEST FOR PROPOSAL **COVER SHEET**

RFP Issue Date:

January 30, 2019

RFP Number:

RFP-JTH-2019.307

RFP Title:

ARCHITECTURAL DESIGN SERVICES FOR COUNTY WIDE - JUSTICE DESIGN

Pre-Proposal Meeting:

MANDATORY on February 6, 2019 at 3:00pm

Adams County - Government Center Conference Center Platte River A 4430 South Adams County Parkway

Brighton, Colorado 80601

RFP Questions Due:

February 8, 2019 by EOB

Proposal will be received until:

February 19, 2019, 2:00pm MT, Our Clock

4430 South Adams County Parkway, Front Lobby

Brighton, CO 80601

For additional information please contact:

Jen Tierney Hammer, Contract Specialist

720-523-6049

Email Address:

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



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-byproject basis that provide further clarification.
- 3.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 3.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

4. PRE-PROPOSAL MEETING IS MANDATORY:

4.1 A mandatory pre-proposal meeting will be held on February 6,2019, at 3:00 pm at the Government Center, Conference Center Platte River A 4430 South Adams County Parkway, Brighton, Colorado 80601, to discuss the Scope of Work. A representative of the Professional Services Contractor must attend this mandatory conference in order to qualify to respond to this Agreement.

5 CONTRACTUAL OBLIGATIONS

- 5.1 The successful Contractor(s) will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 5.2 Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3 If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

- 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.
- 5.7The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
 - 5.1.1. Before submitting a proposal, each bidder must inspect the site of the proposed work to arrive at a clear understanding of the actual conditions under which the work is to be done. Firms will be held to have compared the premises with the documents, drawings and specifications, and to have satisfied themselves as to all conditions affecting the execution of the work.
 - 5.1.2. No allowance or extra compensation concerning any matter or thing about which the bidder might have reasonably been informed through such examination will be allowed.
- 5.8 Pricing MUST be sealed separately with proposal submission. Please provide two copies of submitted pricing in a sealed clearly marked envelope with the RFP number name, firms name, address, phone number and contact. Do NOT submit any pricing directly into the RFP.

- **6. METHOD OF AWARD** It is the intent of the County to award an Agreement to the Contractor(s) who provides the best value for Adams County.
 - 6.1 Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.
 - 6.2 If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
 - 6.3 The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
 - 6.4 Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Jen Tierney Hammer, Contract Specialist III, Purchasing Division, Adams County, itierney@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
- 7. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
- 8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
- **9.** The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
- 10.BUDGET: Intent of this RFP is to select and award based on best value approach for future projects on a fee proposal basis. As individual projects arise, work scope, project budget and fees will be established based upon the approved fee structure.

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

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REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

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

2. CONTENTS OF PROPOSAL

- 2.1. GENERAL CONDITIONS: Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
- 3. Equal Opportunity: The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

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

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

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

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.
 - 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.
 - 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
 - 5.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.

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

- 5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
- 5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.
 - 5.2.2.1. Federal Identification Number: 84-6000732
 - 5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

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

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

- 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

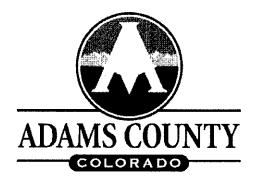
- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement 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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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)
 - Firms Financial Statement through Fiscal Year 2017/2018 is <u>not</u> required to be submitted with proposal, but shall be furnished upon County's request.
- f. Firm's Qualifications:(Qualification Summary plus 8 Pages Maximum)
 - i. The firm/person must have successfully completed a minimum of three (3) relevant projects of similar scope to the Project. List all similar and relevant government facility projects (based on size, cost, or scope), which your firm or yourself is presently engaged or has completed in the past 10 years. Include general descriptions of the projects, name of County's, County's contact persons, addresses, email, and telephone numbers. Adams County may visit the sites to view quality of work.

- ii. Provide licensure and accreditations, including verification of professional licensing in Colorado. Provide a project team organizational chart and resumes of the proposed key project team members. The firm shall also identify that they are able to provide support staff (where necessary). Indicate the number or personnel and breakdown of roles/titles.
- iii. As part of the proposal, provide the name, address, telephone and fax number, and email address of the firm/person responding to this Request for Proposal. Please designate a single representative or prime contact through whom the County may communicate.
- iv. Provide a list of proposed sub-consultants, identify how they will incorporate into the team organizational chart, the resumes of key personnel, and identify the relationship with the sub-consultant (e.g. identify how many times you have worked together, how many times the key personnel have worked together, etc.). Provide this information for each sub-consultant. Additional pages (no more than 4) may be added for each sub-consultant
- v. Adams County reserves the right to review sub-consultants independent of the overall project team, to contract independently with sub-consultants, or to identify opportunities for overall design team strengthening.
- vi. Provide resumes of the proposed key project team members. Identify a project history, their present assignments and workload, and client references. Substitution or changes to personnel will be limited to those beyond the firm's control and not out of convenience.
- vii. Indicate any potential conflicts of interest. It is the County's expectation that the Firm will have no financial interest or fiduciary relationship to other firms/vendors/contractors who are or will be providing services or products in the design and construction of the facility.
- g. Scope of Services: (4 Pages Maximum) Provide, in your own words, a description of the work scope and the intent of the project.
 - i. Provide a sample work plan and process for delivering the services requested. Describe the various phases of work, responsibility of the Firm, the County, Contractors or other Stakeholders. Identify all challenges and opportunities perceived, anticipated mitigation, and methodology for approaching the work.
 - ii. Provide an anticipated staffing plan, based on each phase of the sample project, focusing primarily on key personnel (Project Executive, Project Architect, Project Manager, etc.)
 - iii. Summarize what services the Firm proposes to provide and what services are excluded.
 - iv. Indicate the Firm's ability to design projects within a defined timeline and within a defined budget, including but not limited to:
 - v. Percentage of Change Order (high, low, and average)
 - vi. Customerdirected changes
 - vii. Construction Necessitated Changes
 - viii. Errors or Omissions
 - ix. Percentage of projects completed within Original Budget
 - x. Value Engineering activities

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

SCOPE OF SERVICES:

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

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

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

- a. Architectural & Engineering: Shall be able to provide, either with internal staff or identified subconsultants:
 - i. Architectural Design
 - ii. Interior Design
 - iii. Structural Engineering
 - iv. Mechanical Engineering
 - v. Fire Protection Systems
 - vi. Electrical Engineering
 - vii. Civil Engineering
 - viii. Review of Geotechnical Investigations
 - ix. Surveying (preferred, but not required)

- x. Landscape Architecture
- xi. Irrigation Design
- xii. Fine / Finished Grading in support of Landscape Design
- xiii. Signage, Wayfinding, Parks Structures, Playgrounds, etc.
- b. General Requirements: Regardless of Disciplinary lead, all submitting firms shall be able to provide:
 - i. Sustainability Design, as defined elsewhere in the Scope of Work
 - ii. Project Administration (Cost Estimating, Scheduling, Construction Administration, etc.)

Coordination of other County's Consultants:

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

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

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

- a. Pre-Design: Services consist of those technical architectural/engineering activities that encompass early project development. Activities generally included in pre-design are project programming and/or verification, space schematic/flow and bubble diagrams, existing facilities surveys, economic and feasibility analysis, project budgeting, scheduling and coordination with County to identify and confirm project needs.
- 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
Mandatory Pre-Proposal Meeting
Proposals Due
Anticipated Award
Individual Project Awards

January 2019 January2019 February2019 March 2019

TBD - As Needed

PROJECT BUDGETS:

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

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

Justice Center: Campus Master Planning / Next Steps

EVALUATIONS:

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

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

- d. Specific (Similar) Project Experience: May include experience in project of similar size, cost, quality, schedule, delivery, or use.
 May include special qualifications or certifications related to the project needs.
- e. Design Team: May include organizational chart, collaboration internally and externally (with sub-consultants), key personnel experience and qualifications, adequate staff, and evidence of teamwork.
- f. General Items: May include exclusions or exceptions with the contract terms, and miscellaneous items not falling within the other criteria.
- g. Fee Proposal: Will include the fee proposal, hourly rates, and mark-up percentages. May also include pricing exclusions, missing services, or similar impacts to proposed fee.
- h. Interview / Oral Presentation (if required): May include any and all items identified in the Evaluations List above.

INTERVIEWS:

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

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

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:

Anticipated Constr.	Cost Up to \$1N	1 <u>\$1 t</u>	<u>o \$5M</u>	\$ <u>5M and over</u>
roposed Ranges:	Up to \$	from	\$ to \$	\$ and over
PRE-DESIGN	·	<u>%</u>	<u>%</u>	<u>%</u>
DESIGN:	SD	<u>%</u>	<u>%</u>	%
	DD	<u>%</u>	<u>%</u>	%
	CD (Includes Bidding & I	% Permit Documents	% and Coordinated Cons	% struction Documents)
CONSTR. AD (Includes Biddin		<u></u> % ·	<u>%</u>	%
REIMBURSAE	BLES	<u>%</u>	<u>%</u>	<u></u>
GRAND TOTA	AL	<u>%</u>	<u>%</u>	%
Additional Certificat We agree to contract		e personnel prop	osed for this project:	YesNo
B. Reimbursable C. Special service or as needed prior authorize identifying pro Schedule, ind or utilize in the	be furnished exclusion expenses shall be ces may be reque for Concepts, Studietion by County. Inject personnel, titlicate your percent performance of	e a Not-To-Exceed by the Coudies, Renderings Provide a Fee Sees, and hourly rage markup for the project. Fee	s, etc Work under the posterior schedule for the posterior to be included sub-consultants that	s expended. cluded in this project this provision requires ssibility of such work d with the Hourly Fee t the firm may employ t be adjusted once a
Name and Title Printe	 ed	Signature		Date

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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 Informa	tion:		
Current Name of Firm:	Place	Place of Incorporation:	
Other Names / Previous Names	:		
Type of Business:	Numb	per of Years in Business:	
Number of Employees: Please Pr	Numb ovide Breakdowns of Loca	per of Local Employees: al Employees Only	
Principals/Executives:	VP/Directors:	Project Managers:	
Architects:	Engineers:	Support Staff:	
Project Information (through the Provide information indicating purpose major contributor. All quantities	rojects that the Firm was th	ne prime design professional or a £ 5 years .	
Total number of Projects with sp	pecific focus on Justice fund	ctions:	
Total number of Projects with sp	pecific focus on Courthouse	es:	
Total number of Project with spe	ecific focus on Jails / Priso	ns:	
Number of Projects Valued <u>\$0</u> t	o <u>\$1,000,000</u> in Constructi	ion Cost:	
Number of Projects Valued \$1,0	<u>000,000</u> to <u>\$5,000,000</u> in C	Construction Cost:	
Number of Projects Valued \$5,0	000,000 and over in Const	truction Cost:	
Value of Work Currently Under	Contract:	\$	
Number of Projects completed v (for Subcontractors -	with prime Sub-consultant(- indicate # of projects completed		
i nformation described above or	as provided in the Propos	ation or proof of any or all of the cal. Proof shall consist of descriptions, establish a substantive role of the	
Verification of Qualifications	Summary:		
Name and Title (Printed)	 Signature		



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

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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.



REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

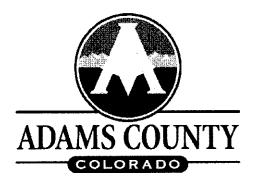
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

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		



Value

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

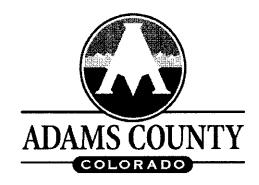
REFERENCE FORM

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



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

REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM



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	I 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.

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3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from DATE through DATE.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.
- 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:
 - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- 5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

- 6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
 - 6.1.1.The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
 - 5 **Insurance:** The Contractor agrees to maintain insurance of the following types and amounts:
 - Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

0	Each Occurrence	\$2,000,0 \$2,000,0
0	General Aggregate	\$2,000,0
0	Umbrella	\$2,000,0
		 nn

• 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

o 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 Éngineering Consultants: Same as Design Professional
 - Landscape or Civilian Consultants: No less than \$2,000,000
 - Special Consultants who's services are for work valued at less than \$1,000,000; No less than \$1,000,000
- The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or

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

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

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

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

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

8. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

9. WARRANTY:

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

10. TERMINATION:

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

the effective date thereof.

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

11. MUTUAL UNDERSTANDINGS:

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

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

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

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone: E-mail:

Department: Adams County Purchasing

Contact:

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

Phone: 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.

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

Board of County Commissioners Date Chair Contractor Signature Date Title Printed Name 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 Signed and sworn to before me this_____day of_______, 2017, by_____

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My commission expires on:

Notary Public

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR	•		
Company Name		Date	
Signature			
Name (Print or T	Гуре)		
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

Request for Proposal Architectural Design Services for County-wide Justice Design RFP-JTH-2019.307

Wold

February 26, 2019

COUNTY COURTHOUSE

WOLD

& ENGINEERS

			-
			_



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

RE: Request for Proposal – Architectural Design Services, RFP-JTH-2019.307

Dear Selection Committee,

Wold Architects and Engineers appreciates the opportunity to submit this response to the RFP for Architectural Design Services for County Wide – Justice Design.

Wolds' team of architects has been working on several initiatives with the Adams County staff including: Schematic Design of the Adams County Sheriff's Detention Facility Booking Area Remodel and Satellite Office Remodel, and a Master Plan Analysis for Detention Housing Cell Improvements. These projects have allowed firsthand knowledge of Adams County Justice Facilities, and we would appreciate the opportunity to continue our creative & productive partnership.

Wold is celebrating our 50th anniversary nationally, including 17 years of local representation in Colorado. Wold has worked with over 100 public entities and over 45 county governments in Colorado, Minnesota, Illinois and Iowa. With every project we strive to understand and improve on functionality, operations, efficiency, safety and security. From comprehensive master planning and facility design to small remodeling projects, we ensure that our client's desires and needs for the project are understood, communicated and realized.

The upcoming projects for Adams County will be planned, budgeted and designed to meet the vision, mission and goals of the County - to be functional, secure, resilient, redundant, and most importantly safe for all Officers, Staff and Clients. We will leverage our expertise in order to meet your mission by:

- Analyzing your facility condition and needs through detailed assessment and collaborative programming
- Developing the vision for the Justice department with leadership, staff, community, and stakeholders
- Master Planning to develop a roadmap for the future of Adams County Justice Systems
- Leading the process collaboratively
- Developing accurate budgets and ensure those budgets and schedules are met
- Designing each of the projects to ensure functionality and a safe and secure environment

Wolds' team will help Adams County to realize the full range of opportunities this project presents. Wold commits to exceed all expectations for service and responsiveness. We respectfully submit this overview of our team's qualifications, experience and our approach, with the hope for an interview and contract so that Adams County and the Wold team can continue our successful relationship.

Sincerely,

Wold Architects and Engineers

Joh Gutierrez Principal-in-Charge Wold Architects and Engineers 1553 Platte Street, Suite 201 Denver, CO 80202 t 303 928 8800

PLANNERS ARCHITECTS ENGINEERS

•			

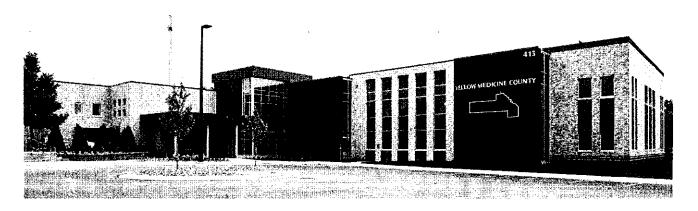
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			-

GENERAL INFORMATION

+ HISTORY & BUSINESS PROFILE

+ BUSINESS ORGANIZATION

+ NAME(S) OF PRINCIPALS & OFFICERS



history & business profile

IN IT FOR THE LONG TERM

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

wide range of implementable solutions

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

proven success with customized solutions

Our criteria based approach gains consensus from the owners on the facility needs, develops unique solution options which directly address those needs, and then compares and contrast how each option rates when judged by the criteria initially developed to allow options to rise to the top. At Wold, every facility challenge is met with a full range of opportunities that we address by exploring every possible solution to find what is best for each client. We understand that each of Colorado's counties perform the same state mandated functions, like the judicial process and detaining people in jail. However we also understand from our own experience, that every county is unique, has a different culture, geography, population, approach to law enforcement, etc. This has reinforced the need for us to adapt trends and facility plans for each county we work with.

our measure of success

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

- Jail/justice staff have ownership of the design
- County Administration feels the project is a good and defensible use of tax payer funds
- The Sheriff, Chief Judge and County Board are praised for their leadership



history & business profile

WOLD ARCHITECTS & ENGINEERS

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

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

business organization | Corporation date established | 1968 established in colorado | 2002 ownership | Privately Owned office location(s) | Colorado, Illinois, Iowa, Minnesota

general description & history

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

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

name(s) of principals & officers

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

			•
			_

STATEMENT OFFINANCIAL STATUS

STATEMENT OF FINANCIAL STATUS

financial statement through fiscal year 2017/2018

Wold Architects and Engineers would be happy to furnish a financial statement through fiscal year 2017/2018 upon Adams County's additional request for information.

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

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

Jason Bakke, Partner CliftonLarsonAllen LLP 612 376 4500

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

FIRM'S QUALIFICATIONS

<u>Summary of Qualifications:</u>
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:			
			orado, Minnesota,
Current Name of Firm: Wold Architects, Inc.			
Wold Architec	ets and Engineer	s; Wold Ruck	Pate; Horty
Other Names / Previous Names: Elving Associ	ates; Wold Asso	ciation	
Town of Business Composition	No comban of V	in Ducines	s. 51
Type of Business: <u>Corporation</u>	Number of Y	ears in Business	s:_ <u>J1</u>
Number of Employees: 239	Number of Lo	ocal Employees	22
Please Provide Breakdowl	ns of Local Emplo	yees Only	
	ŕ	•	
Principals/Executives: 2 VP/Directo	rs:_1	Project Manag	gers: <u>3</u>
Architects: 17 Engineers:	0	Support Staff:	1
Proiect Information (through the past 5 years Provide information indicating projects that the F major contributor. All quantities shall be through	irm was the prim		sional or a
Total number of Projects with specific focus on J	ustice functions:		90
Total number of Projects with specific focus on C	Courthouses:		125
Total number of Project with specific focus on Ja	ails / Prisons:		60
Number of Projects Valued <u>\$0</u> to <u>\$1,000,000</u> in	Construction Cos	t:	645
Number of Projects Valued \$1,000,000 to \$5,00	<u>0,000</u> in Constru	ction Cost:	100
Number of Projects Valued \$5,000,000 and over	er in Construction	Cost:	30
Value of Work Currently Under Contract:		\$	175,000,000
Number of Projects completed with prime Sub-c	onsultant(s):	e Design Lead)	750+
Note: Adams County reserves the right to req i nformation described above or as provided in t narratives, references or similar information nec Firm in the identified project.	uest validation or he Proposal. Pro	proof of any or oof shall consist	of descriptions,
Verification of Qualifications Summary:			
Job Gutierrez, Principal Name and Title (Printed) Sig	nature him		2/26/19 Date

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

Business / Corporate Information:

Current Name of Firm: dba BKI	BM Engineers	Place of Incorporation	n: Minnesota		
Other Names / Previous Names: Bakke, Kopp, Ballou & McFarlin, Inc.					
Type of Business: Engineering		_Number of Years in	Business: <u>51</u>		
Number of Employees: 61 Please Pl		Number of Local Em of Local Employees C	ployees: <u>5</u> Only		
Principals/Executives:	VP/Directors:	Proje	ct Managers2:_		
Architects:	Engineers: 2	Supp	ortStaff: 1		
Project Information (through Provide information indicating p major contributor. All quantities	projects that the Firr		n professional or a		
Total number of Projects with s	pecific focus on Jus	tice functions:	7		
Total number of Projects with s	pecific focus on Cou	ırthouses:	7		
Total number of Project with sp	ecific focus on Jails	/ Prisons:	<u>12 · </u>		
Number of Projects Valued <u>\$0</u>	to <u>\$1,000,000</u> in Co	nstruction Cost:	Approximately 2,000		
Number of Projects Valued \$1,	000,000 to \$5,000,0	000 in Construction Co	st: Approximately 600		
Number of Projects Valued <u>\$5,</u>	000,000 and over i	n Construction Cost:_	Approximately 200		
Value of Work Currently Under	Contract:		\$250,000,000 estimate		
Number of Projects completed (for Subcontractors	with prime Sub-cons – indicate # of projects	sultant(s): completed with the Design I	Approximately 540		
Note: Adams County reserve information described above on narratives, references or similar Firm in the identified project.	r as provided in the	Proposal. Proof shall	consist of descriptions,		
Verification of Qualifications					
Andrew M Rauch, Principal and Direct of Quality Assurance	etor And	hew M Raw	2/18/19		
Name and Title (Printed)	Signat	ure	Date		

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

Business / Corporate Information:

Current Name of Firm: Cator, Ru	ma & Associates	Place of Incor	rporation:	Lakew	ood, CO
Other Names / Previous Names: Clint Cator Company					
Type of Business: Consulting En	gineers	Number of Ye	ears in Bu	ısiness:	60
Number of Employees: 103 Please Prov	vide Breakdowns	Number of Lo of Local Emplo			83
Principals/Executives: 8	VP/Directors:	2	Project	Manage	ers: <u>37</u>
Architects: 0	Engineers: 3	0	Support	t Staff: _	12
Project Information (through the Provide information indicating promajor contributor. All quantities s	jects that the Firn			orofessi	onal or a
Total number of Projects with spe	cific focus on Jus	tice functions:	-	~50	
Total number of Projects with spe	cific focus on Cou	rthouses:		~15	
Total number of Project with specific focus on Jails / Prisons:					<u>.</u>
Number of Projects Valued <u>\$0</u> to	\$1,000,000 in Co	nstruction Cos	t:	~1,350	
Number of Projects Valued \$1,00	0,000 to \$5,000,0	000 in Construc	tion Cost	: <u>~245</u>	
Number of Projects Valued \$5,000,000 and over in Construction Cost: _~110					
Value of Work Currently Under C	ontract:			\$ 18,240	0,000
Number of Projects completed wi	ith prime Sub-con indicate # of projects	sultant(s): completed with the	Design Le	4 ad)	
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 S	ummary:				
James R. Lazzeri, PE, President Name and Title (Printed)	Signa	ture	<u>70 </u>	-	_2/13/19 Date

Name and Title (Printed)

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

Business / Corporate Information:					
Current Name of Firm:JVA, Inc Place of Incorporation:Colorado					
Other Names / Previous Names: Johnson, Voiland, Archuleta					
Type of Business: Structural & Civil Engineering	Number of Years in Bu	siness: 63			
410	Number of Local Emplo of Local Employees Only				
Principals/Executives: 8 VP/Directors:		Managers: 15			
Architects: 0 Engineers:		Staff: 12			
Project Information (through the past 5 years): Provide information indicating projects that the Firm major contributor. All quantities shall be through the Total number of Projects with specific focus on Justin	e past 5 years.	orofessional or a +/- 10			
, .	_	+/- 10			
Total number of Projects with specific focus on Cour Total number of Project with specific focus on Jails		+/- 10			
Number of Projects Valued \$0 to \$1,000,000 in Cor		Over 200			
Number of Projects Valued \$1,000,000 to \$5,000,0	00 in Construction Cost:	Over 100			
Number of Projects Valued \$5,000,000 and over in	Construction Cost:	Over 50			
Value of Work Currently Under Contract:	<u> </u>	+/- \$14,000,000			
Number of Projects completed with prime Sub-cons		Over 20			
Note: Adams County reserves the right to request validation or proof of any or all of the information described above or as provided in the Proposal. Proof shall consist of descriptions, narratives, references or similar information necessary to establish a substantive role of the Firm in the identified project. Verification of Qualifications Summary:					
Charles R. Hager, P.E., Vice President Name and Title (Printed) Signati	nlu 12 Hay	2/13/2019 Date			

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

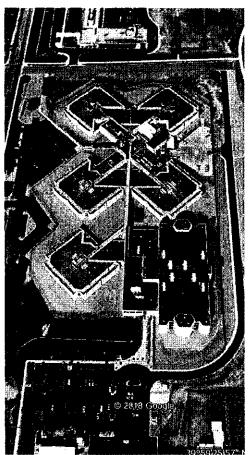
Business / Corporate Information:

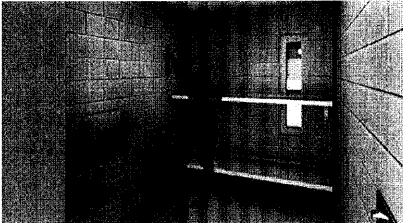
Current Name of Firm: Flow Design	Collaborative Place o	f Incorporation:	Colorado	
Other Names / Previous Names: N	/A			
Type of Business: S-Corporation	Number	r of Years in Bus	siness: 1.5	
Number of Employees: 2 Please Provide	Number Breakdowns of Local I	of Local Emplo Employees Only	oyees: 2	
Principals/Executives: 2	VP/Directors:	Project Managers:		
Architects:	Engineers:	Support	Staff:	
Project Information (through the provide information indicating project major contributor. All quantities shall	ts that the Firm was the	prime design p years.	rofessional or a	
Total number of Projects with specific	c focus on Justice functi	ons:	0	
Total number of Projects with specific	c focus on Courthouses:	_	1	
Total number of Project with specific	focus on Jails / Prisons	·	0	
Number of Projects Valued \$0 to \$1,	000,000 in Construction	ı Cost:	0	
Number of Projects Valued \$1,000,000 to \$5,000,000 in Construction Cost:0				
Number of Projects Valued \$5,000,0	00 and over in Constru	ction Cost:	1	
Value of Work Currently Under Contr	ract:	<u>\$</u>	720,000 (Contract)	
Number of Projects completed with p (for Subcontractors – indic	orime Sub-consultant(s): ate # of projects completed и		7	
Note: Adams County reserves the information described above or as p narratives, references or similar infor Firm in the identified project.	rovided in the Proposal.	Proof shall col	nsist of descriptions,	
Verification of Qualifications Sumi	marv:			
Christopher Hoy, President	1 60	with	02/13/2019	
Name and Title (Printed)	Signature		Date	

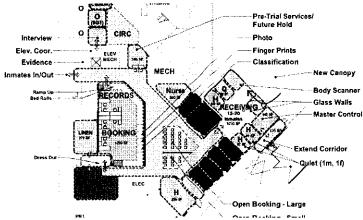
In addition to the breakdown of the Fee Proposal, provide a summary of corporate and personnel experience as follows (also provide qualifications summary for each Sub-Consultant):

Business /	Corporate	<u>intormation:</u>

Current Name of Firm: Loeffler Con	struction & Consulting Place of	Incorporation: Minnesota	
Other Names / Previous Names	s:_N/A		
Type of Business: Limited Liability C	Corporation Number	of Years in Business: 8.7	5
Number of Employees: 27 Please Pro	Number ovide Breakdowns of Local E	of Local Employees: 0 (a Employees Only	Assuming CO)
Principals/Executives: 2	VP/Directors: 0	Project Managers	15
Architects:	Engineers: 8	Support Staff:	2
Project Information (through the Provide information indicating promajor contributor. All quantities Total number of Projects with specific projects.	rojects that the Firm was the shall be through <i>the past 5</i>	years.	al or a
Total number of Projects with sp			3
•			
Total number of Project with spe	ecific focus on Jails / Prisons	: <u></u> §	<u> </u>
Number of Projects Valued <u>\$0</u> to	o <u>\$1,000,000</u> in Construction	Cost:	<u> </u>
Number of Projects Valued \$1.0	<u>)00,000</u> to <u>\$5,000,000</u> in Cor	nstruction Cost:	<u> </u>
Number of Projects Valued \$5,0	000,000 and over in Constru	ction Cost:	,
Value of Work Currently Under	Contract:	\$ 650,000,000	O (Construction Value
Number of Projects completed v (for Subcontractors -	with prime Sub-consultant(s): - indicate # of projects completed w		50
Note: Adams County reserves information described above or narratives, references or similar Firm in the identified project.	as provided in the Proposal.	. Proof shall consist of de	escriptions,
Verification of Qualifications	Summary:		
	Just 2	Leth	
Doug Loeffler - President	~~~		2/13/2019
Name and Title (Printed)	Signature	Da	te







ADAMS COUNTY HOUSING STUDY & BOOKING REMODEL

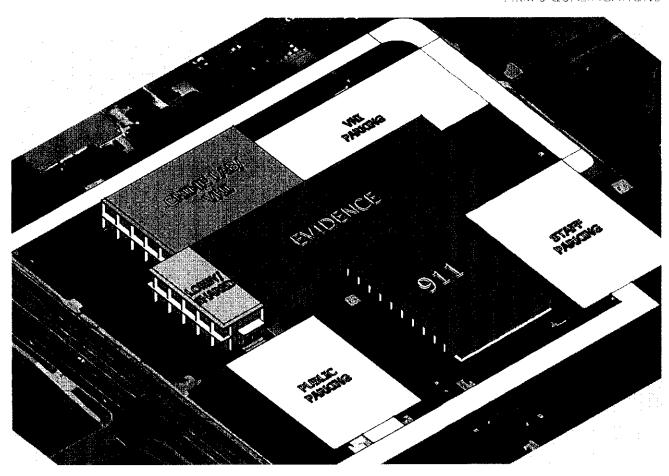
BRIGHTON, COLORADO

reference(s) details

Ranette Carlson, Facilities Project Manager 4420 S. Adams County Parkway Brighton, CO 80601 rcarlson@adcogov.org 720 523 6006

This project is focused on renovating the housing units and the booking area within the existing jail.

The project develops a plan to renovate all housing unit cell areas and the booking area to provide a safer environment for detainees and staff that will also result in greater ease of maintenance, operational efficiencies, and encourages greater respect for the facilities by detainees.



EL PASO COUNTY LAW ENFORCEMENT CENTER STUDY

COLORADO SPRINGS, COLORADO

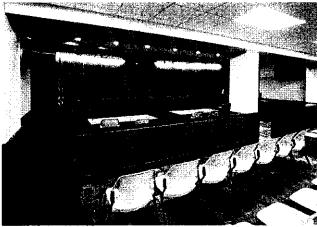
reference(s) details

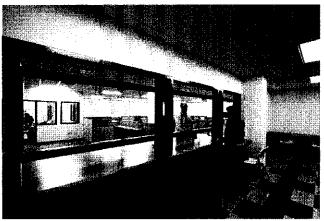
Brian Olson, Executive Director, Facilities & Strategic Infrastructure and Management Centennial Hall, 200 South Cascade, Suite 100 Colorado Springs, CO 80903 brianolson@elpasoco.com 719 520 6927

Wold provided planning services to study the feasibility of creating a regional 911 communication operations center, crime lab and evidence facility for the El Paso County Sheriff and the City of Colorado Springs Police Department.

Options for reuse of existing buildings concluded the sensitive nature of long-term evidence storage and workplace environments. Considering the long-term nature of these facilities, it became evident that a new facility was appropriate for a potential master plan of functions for this optimum site.







SCOTT COUNTY COURTS RENOVATION

DAVENPORT, IOWA

reference(s) details

Tammy Speidel, Director of Facilities 400 W 4th Street Davenport, IA 52801 tammy.speidel@scottcountyiowa.com 563 326 8285

Wold has a long standing relationship with Scott County, Iowa, and was hired not only to complete a county-wide facilities study but also to implement the renovations in the Scott County District Court.

Growth, deficiencies, and aging courtrooms provided the impetus to conduct an immediate (short-term) needs analysis and a long-range master plan for their judicial complex.

After finishing the countywide facilities study, it became apparent that the courthouse was in dire need of renovations. The project was implemented in phases to decrease the disruption to ongoing use of the first floor and its courts.

JUSTICE FACILITY EXPERTISE

WOLD'S DEPTH OF EXPERIENCE

client

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

project description

client	project description
Carlton County	Jail addition study
Cook County (MN)	Jail & county-wide master plan
Dakota County	LEC addition — 1st floor
Dakota County	Justice center courts addition & EOC remodel
City & County of Denver	Female inmate housing jail build-out
Dodge County	Historic courthouse addition & renovation
Elbert County	Sheriff & jail needs assessment
LaSalle County	Jail campus improvements
McHenry County	Jail security improvements
Redwood County	Law enforcement center additions & renovations
Scott County (IA)	Juvenile/adult detention center study
Scott County (IA)	New Sheriff's patrol headquarters facility
Stateville Correctional Institute Housing Renovation	Maximum security housing remodel
Swift County	Historic courthouse renovation
Swift County	Law enforcement center addition & renovation
Washington County (CO)	Jail addition study
Yellow Medicine County	Justice center & law enforcement center additions & renovations

PROPOSED PROJECT TEAM & SUB-CONSULTANTS

ORGANIZATIONAL CHART

licensure & accreditations

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

committed team

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

availability statement

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

ADAMS COUNTY

Job Gutierrez | Principal-in-Charge, RA Roger Schroepfer | Justice Planner, RA Richard Markovich | Security Planner, RA

WOLD PROJECT TEAM

Aimee LaLone | Project Manager, RA
Ed Mitchell | Project Coordinator
Cody Knoblock | Construction Admin. & Sustainability, RA

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

EXPERT CONSULTANTS

BKBM Engineers | Structural Engineering

Cator Ruma & Associates | Mechanical, Electrical Engineering & Fire Protection Systems

JVA | Civil Engineering, Review of Geotechnical Investigations, & Surveying

Flow Design Collaborative | Landscape Architecture, Irrigation Design, Grading, Signage, Wayfinding, Parks Structures, etc.

Loeffler Construction & Consulting | Cost Estimating

Wold Staff Counts	NAT'L	СО
Registered Architects	38	7
Graduate Architects	107	13
Interior Designers	8	1

Wold Staff Counts (cont.)	NAT'L	CO
Registered Engineers	15	0
Graduate Engineers	43	0
Administrative Support	28	1
Total	239	22

PRINCIPAL-IN-CHARGE

JOB GUTIERREZ, AIA, LEED AP BD+C

responsibilities

As Principal-in-Charge, Job will be responsible for governmental facility planning and design of major projects. He has a great depth of experience in renovated facility design and new facility planning. Job has special expertise in finding simple solutions to complex facility problems. Job brings more than 18 years of public sector experience to the team and will provide an excellence in leadership and professional service through his passion for your success.



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

education

Monterrey Tech | Bachelor of Architecture

professional licensing *Colorado License* | 402410 *States* | CO, MN

present assignments & workload

Longmont High School | Design

Main Street School Renovation | Design

Bond Projects (6) Buildings Adams 12 School District | Construction

client reference(s)

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

Kerry Buhler, Superintendent Summit School District 970 368 1000 Tim Reed, Executive Director of Facilities, JeffCo Public Schools 303 982 2376

selected project history

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

El Paso County

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

City of GreeleyJesus Rodarte Cultural Center

Ramsey County New Jail/LEC

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

Boulder Valley School District Broomfield Heights Improvements & Innovation Remodel, Community Montessori Improvements

JUSTICE PLANNER

ROGER SCHROEPFER, AIA, LEED AP BD+C, NENA

responsibilities

During his 30 years with Wold, Roger has become an expert in the field of municipal and governmental design, leading many of Wold's most successful city and county projects to completion. As your Justice Planner, Roger will serve as the overseer of Wold's resources and staff, while simultaneously infusing the team dedicated to your project with the collective insight, wisdom and enthusiasm for public sector design that comes with his experience.



education

University of Minnesota | Bachelor of Architecture

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

present assignments & workload

City & County of Denver Jail Build-out | Closeout

Elbert County Jail Study | Final Presentations

Lake County Courts Remodel | Planning

client reference(s)

Jeff Streeter, Executive Director JeffCom 911 303 472 4180 Tom Templeton, Sheriff LaSalle County 815 433 2161 selected project history

City & County of Denver
Jail Buildout And Renovation

El Paso County
Law Enforcement Facility Study

Elbert County
Jail Study

Jefferson County JeffCom 911 Dispatch

Scott County (IA)
New Patrol Headquarters, New
911 Facility, Courthouse Study &
Remodel

LaSalle County
New Jail & Courtroom Remodel,

Sheriff Office Renovation, 911/ Dispatch Remodel

IDOC

IYC Kewanee, FCI Waseca, Statewide Correctional Center

McHenry County
Security Electronics
Replacements & Misc. Reno.

Ramsey County New Jail

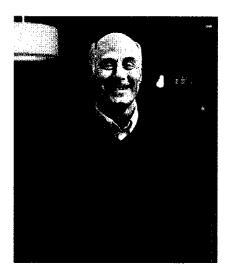
> Pat Firman, Denver Sheriff Denver County Jail 720 337 0094

SECURITY PLANNER

RICHARD MARKOVICH, AIA

responsibilities

Richard will leverage his 30+ years as an Owner's Representative, Architect, and Project Manager to help the county develop their vision, scope, budget, and schedule; and ensure the highest functioning facilities of all types, sizes, and complexity. Richard is recognized as a leader in the industry and will guide the team through appropriate hardening and redundancy to create safe, secure, and energy efficient facilities.



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

education

University of New Mexico | Bachelor of Architecture

professional licensing *Colorado License* | 00202772

present assignments & workload

Adams County Detention | Schematic Design

client reference(s)

John Davis, Warden, Buena Vista (Retired) CO Dept. of Corrections 719 334 4371

Col. Deborah Roberts U.S. Mint 303 405 4800 selected project history

Colorado Dept. of Corrections

Buena Vista CF

Perimeter Security Fence LED Lighting Upgrades Energy Performance Contract Planned for reuse of agricultural lands and water rights Restoration of Depot and Chapel

Arkansas Valley CF

Perimeter Security Fence Waste Water Treatment Plant Technical Energy Audit

Canon Complex CF

Energy Performance Contracts Planning for reuse of CSP II Recreation Additions for CSP Water Conservation Plan CCI Fishery Expansion CCI Water Buffalo Operations CCI Pro-rodeo Bull Pens Resolved major sewage spill Completion of CSP II

Freemont CF

Technical Energy Audit LED Lighting Pilot

Limon CF

Perimeter Security Fence Door Controls Replacement

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

PROJECT MANAGER

AIMEE LALONE, AIA, LEED AP BD+C

responsibilities

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

selected project history

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

Regional Law Enforcement Center Communications and Evidence Facility Space Needs Study professional licensing

Colorado License | 00402379

States | CO, MN

client reference(s) Cyndi Wright, Director of Facilities, Sheridan School District 719 580 9577

PROJECT COORDINATOR

ED MITCHELL, ASSOC. AIA

responsibilities

Ed will be responsible for translating & implementing the project goals. He will be coordinating with the design team to ensure relevant details are being included throughout. He has proven experience working with many clients on planning, design, and implementation.

client reference(s)

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

selected project history

City & County of Denver
Jail Buildout and Renovation

Adams County

Cell Renovation Study, Booking & Satellite Office Remodel

County of Riverside
New Department of Social

Services Building *

*Work done at previous firm

CONSTRUCTION ADMIN. & SUSTAINABILITY

CODY KNOBLOCK, AIA, LEED AP

responsibilities

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

selected project history

City & County of Denver Jail Buildout and Renovation Existing 911 Facility Analysis **JeffCom**

911 Space Needs Study 911 Office Relocation professional licensing

Colorado License | 00404966

client reference(s)
Jeff Streeter, Exec. Director
JeffCom 911
303 472 4180

BKBM ENGINEERS

QUENTIN ODES, PE

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

responsibilities

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

services to be provided Structural Engineering

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

CATOR RUMA & ASSOCIATES

JEFFREY L. JESSE, PE

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

responsibilities

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

services to be provided Mechanical Engineering Fire Protection Systems Electrical Engineering

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

JVA CONSULTING ENGINEERS

CHARLES R. HAGER, PE

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

responsibilities

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

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

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

FLOW DESIGN COLLABORATIVE

JAY HENKE, ASLA, PLA, M.ED

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

responsibilities

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

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

wold's relationship with flow Wold established a partnership with Flow 2 years ago and they are involved with half of our projects.

LOEFFLER CONSTRUCTION & CONSULTING

JONATHAN MURRAY, LEED AP

responsibilities

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

services to be provided Project Administration (Cost Estimating)

wold's relationship with loeffler

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

CONFLICTS OF INTEREST

potential conflicts

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

+ OUTLINE OF SAMPLE WORK PLAN + STAFFING PLAN + INCLUDED SERVICES + TIMELINE & BUDGET

SAMPLE WORK PLAN WOLD'S PHILOSOPHY & APPROACH TO WORK

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

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

Our philosophy of approach a client's justice projects can be summarized in (6) principles:

- 1. We recognize that successful facilities begin and end with people and the policies/operational practices that define their work and lives
- 2. We establish a clear linkage in planning between law, policy, operations, staffing, design, and transition in the development of all projects
- 3. We seek innovations that improve the operational environment (safety, efficiency, security, morale) and that attain operational, staff and architectural economies
- 4. We involve facility users and owners in an incremental participatory and reciprocal process (i.e. neither client nor consultant dominated) which generate understanding, consensus support and client ownership of the project
- 5. We provide comprehensive, coordinated and detailed information that serves as full documentation of the process and its results
- **6.** We facilitate projects that are economically viable and politically and publicly supportable

understand your goals and objectives

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

successful team and project management

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

collaborative problem solving approach

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

achieve ownership at all levels

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

maintain long-term planning goals

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

SAMPLE WORK PLAN

PROCESS FOR DELIVERING SERVICES REQUESTED BY PHASE OF WORK

schematic design

- Field verification utilizing our verification forms – for site utilities and existing conditions
- Focused Core Planning Group meetings to define relationships and adjacencies
- Clearly define project scope graphically for all team members
- Schematic Plans outlined *
- Scope notations on plans
- Single-line diagrams for M&E
- Preliminary code review established with appropriate Authority Having Jurisdictions (AHJ)
- Cost estimate based on \$/SF *
 - Separate estimates by design team and estimator to double check accuracy
- Presentation to decision makers and community stakeholders as required (Schematic Design Booklet published) *

design development

- Focused User Group meetings to delineate specific functional requirements
 - Graphically represented in book format for distribution *
 - Verbally represented in Meeting Minutes *
- Weekly coordination meeting to review potential conflicts
- Development of finishes, design elements, and colors for Owner review *
- Meet with CPG and user agency to review guidelines and implement [word here] operational systems
- Develop outline specifications for Owner & review & approval *
- Code review Meeting with AHJ
- Cost estimate #2 based on DD set *
 - Separate estimates by design team and estimator to double check accuracy
- Presentation to County Board and community stakeholders as required (Design Development booklet published)*

construction documents

- Weekly coordination meeting with all disciplines to review issues and details
- Confirm schedule hasn't changed establish issue and bid dates for construction packages
- Code review submittal
- Room-by-room coordination meeting prior to completion of CDs
- In-house Quality Control review by senior management before issuance *
- Final cost estimates *
- Owner review set published (Construction Document booklet published) *

bidding

- Timely coordination with Owner for proactive contact of potential bidders to generate interest
- Minimize addenda by proactively coordinating scope during CD
- Assist in Owner bid openings and contract preparations as needed

construction administration

- Review submittal requirements, schedule of values, and Owner expectations with contractors
- Pro-active shop drawing review
- On-site involvement to review compliance of critical construction aspects – all Sub-consultants
- Regular site visits with observation reports
- Attendance at all construction meetings
- Availability to contractors to review specific conditions in the field
- Mandatory contractor pre-installation conferences for critical components
- Manage close-out process to ensure timely completion of all "loose-ends"
- Help coordinate commissioning process to ensure design compliance

post-occupancy

- Attend first day opening to assist where helpful
- 11-month walk-through to review warranty items
- Post occupancy evaluation with Owner to review strategies
- On-going availability to coordinate/resolve issues

^{*} Design Deliverables

CONSTRUCTION PHASING PROCESS & DISRUPTION AVOIDANCE PLANNING

We understand that some of your projects involve changes to existing spaces and would require a multi-phase construction plan. Wold's process minimizes interruptions to the day-to-day operations of the facility for both staff and the public while construction is taking place. We have authored many successful construction disruption avoidance plans. Furthermore, in the event of an emergency, our plan serves as a vehicle for critical decisions and for distribution of vital information. The plan would be developed by the Wold team with information provided by Adams County staff and vendors.

ANTICIPATED STAFFING PLAN BASED ON PROJECT PHASE Our approach to conducting business starts well before construction activities begin. We work with necessary county groups to define, understand and learn their day-to-day protocols so our construction operations have minimal impact.

Our team works with facility personnel to design detailed planning for shutdown, temporary ductwork, and power, for example. At the same planning discussion, interim life safety procedures are planned. An emergency call list is developed to facilitate immediate contact of project team personnel if noise, dust or concerns need immediate attention. Once our overall planning is complete, scheduling is completed for implementation.

		schematic design	design development	construction documents	construction administration
	job gutierrez Principal-in-Charge	TEAM LEADER High	Medium	Low	Low
engineers	roger schroepfer Justice Planner	TASK LEADER High	TEAM LEADER High	Medium	Low
త	richard markovich Security Planner	Low	Medium	Medium	Low
wold architects	aimee lalone Project Manager	Medium	TASK LEADER Medium	TEAM LEADER High	TEAM LEADER High
wold a	ed mitchell Project Coordinator	Low	Medium	TASK LEADER High	TASK LEADER High
	cody knoblock Sustainability/CA	Low	Medium	Low	High
bkbm	Structural Engineering	Low	Medium	High	Low
cator	Mechanical / Electrical Engineering	Low	Medium	High	Medium
<u>.g</u>	Civil Engineering	Low	Medium	High	Low
flow design	Landscape	Low	Medium	High	Low
	ong	oing cost estimating	by loeffler construc	tion & consulting	

SCHEDULING & BUDGET MANAGEMENT ON-TIME, ON-BUDGET

change orders

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

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

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

errors or omissions

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

% of projects completed within original budget

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

value engineering

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

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

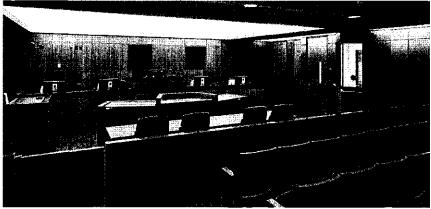
schedule management

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

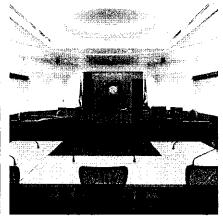
You'll find that we won't meet just because there is a regular meeting scheduled on the calendar. We meet to make decisions and move projects forward. We will not conclude each meeting until the tasks on the agenda are accomplished. As the project progresses, the Project Manager will monitor the performance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

GENERAL ITEMS

+ CLARIFICATIONS ON SCOPE OF SERVICES





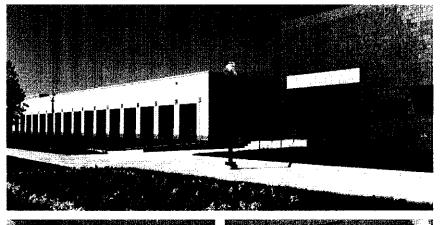


COURTS DESIGN

security (3-zones)

next generation court process
judicial image and aesthetic
technology
flexibility

staff work environment
cultural context
efficient service to
constituents







JAIL & DETENTION DESIGN

safety & security for staff & detainees

interaction between staff & detainees

energy efficient
program opportunities
operations-driven
durability

serviceability

WHY WOLD?

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

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

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

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

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

our approach considers the big picture

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

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

our focus on building relationships gives us a different motivation

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

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

WE ARE EXCITED ABOUT THIS OPPORTUNITY.

OUR GOAL IS FOR YOU TO BE SUCCESSFUL!

REQUIRED FORMS

reference of creaters

* TORTRACTORS HORESTET



REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

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

Mailing Address:

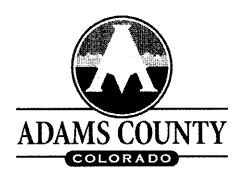
Adams County Government Center Purchasing Division C4000A 4430 South Adams County Parkway Brighton, CO 80601

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



REQUEST FOR PROPOSAL CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

Wold Architects & Engineers
Contractor Name
Job Gutierrez
Printed or Typed Name
loo (11thm
Signature
D'artal's Observe
Principal-in-Charge Title
TIUC
2/19/19
Date
Signature Principal-in-Charge Title 2/19/19 Date

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



REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

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

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): 1, 2, 3	
Wold Architects & Engineers	2/26/19
Contractor Name	Date
Job Girling	Job Gutierrez
Signature	Printed Name
Principal-in-Charge	
Title	
1553 Platte Street, Suite 201	
Address	
Denver, CO 80202	City & County of Denver
City, State, Zip Code	County
303 928 8800	303 928 8801
Telephone	Fax
jgutierrez@woldae.com	
⊫maii	



REQUEST FOR PROPOSAL REFERENCE FORM

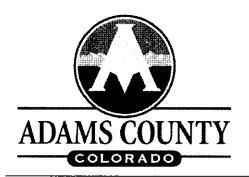
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name Address	Adams County 4420 S Adams County Parkway, Brighton, CO 80601
Reference Name	Ranette Carlson, Facilities Project Manager
Reference Email Address	rcarlson@adcogov.org
Telephone Number	720 523 6006
Project Name	Adams County Booking & Satellite Office Remodel
Value	\$ Est. 2.5 M
Company Name	County of El Paso and City of Colorado Springs
Address	27 E Vermijo Avenue, Colorado Springs, CO 80903
Reference Name	Brad Shannon, Bureau Chief
Reference Email Address	bradshannon@elpasoco.com
Telephone Number	719 520 7100
Project Name	Regional Law Enforcement Center Study (Crime Lab & Evidence Storage)
Value Company Name	\$ Est. 30,000,000 Scott County (IA)
Address	400 W. 4th Street, Davenport, IA 52801
Reference Name	Tammy Speidel, Director of Facilities
Reference Email Address	tammy.speidel@scottcountyiowa.com
Telephone Number	563 326 8285
Project Name	Scott County Courts Renovation
Value	\$ 5.99 M



REQUEST FOR PROPOSAL TERM OF ACCEPTANCE FORM

Request for Proposal # JTH-2019.307
I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:
1) None
2)
3)
I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.
Wold Architects & Engineers
Contractor Name
Top Gilian
Authorized Signature
Job Gutierrez
Printed Name
Principal-in-Charge
Title
2/26/19
Date



Addendum #1

Addendum Issue Date:

February 7, 2019

RFP Number:

RFP-JTH-2019.307

RFP Title:

Architectural Design Services For County Wide – Justice Design

The intent of this Addendum is:

• To schedule another Mandatory Pre-Proposal Conference.

Change the due Date for the questions and RFP.

Change Details

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

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

Addendum will be issued by February 20, 2019

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

END OF ADDENDUM #1

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

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

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

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

<u>Response:</u> Square footage may vary greatly depending on the project, and may not be an accurate representation of each project scope. Specific to the request:

Government Center: 325,000 total square feet / project may impact 25% to 50%

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

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

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

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

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

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

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

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

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

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

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

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?

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

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

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

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

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.

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

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

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

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

Response: This section cannot be altered.

End of Addendum 1



colorado | minnesota | illinois

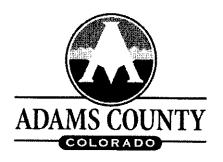
Exhibi+B

WOLD ARCHITECTS & ENGINEERS

PROPOSED FEE

- Farm a record of the second

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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:

Antici	oated Constr.	Cost	Up to \$1M	\$1 to \$5M	\$ <u>5M an</u>	d over
Propose	d Ranges:	U	p to \$	from \$ to	\$ \$ a	and over
	PRE-DESIGN	l : _	.44 %	.41	<u></u>	.39 %
	DESIGN:	SD .	.88 %	.83	<u></u>	.78 %
		DD .	1.76 %	1.66	<u> </u>	.56 _%
		CD (Includes	3.52 _% Bidding & Permit Docu	3.32 uments and Coordii	% 3 nated Construction Document	.12 % ments)
	CONSTR. AD		2.2 % rout)	2.08	<u>%</u> 1	<u>.95 %</u>
	REIMBURSA	BLES _	.40 %	35	<u>%</u>	.30 %
	GRAND TOTA	AL .	9.2 %	8.65	<u>%</u> 8	.10 %
	onal Certificat ee to contract		antee the personne	I proposed for this	s project: X 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. 						
	utierrez, Prin	4	Signal	to Other	2/26/19)
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FEE PROPOSAL

DESCRIPTION & CLARIFICATION TO FEE & FEE SCHEDULE

all inclusive services

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

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

reimbursable expenses

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

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

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

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

Principal	\$210.00
Project Manager/Associate	\$180.00
Lead Mechanical Engineer	\$180.00
Lead Electrical Engineer	\$180.00
Engineering Staff	\$120.00 - \$160.00

\$100.00 - \$150.00

\$75.00

wold | architecture

Architectural Staff

Administrative Staff

additional services

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

not-to-exceed mark up

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

FEE PROPOSAL

HOURLY RATES OF SUB-CONSULTANTS

bkbm engineers struc	ctural	jva civil	
Senior Engineer	\$230.00	Principal	\$168.00 - \$200.00
Engineer	\$85.00 - \$ 200.00	Senior Project Manager	\$152.00 - \$164.00
esigner Manager	\$130.00 - \$170.00	Project Manager	\$128.00 - \$140.00
ner	\$80.00 - \$110.00	Senior Project Engineer	\$120.00 - \$124.00
	\$70.00	Project Engineer	\$112.00 - \$116.00
	\$130.00	Senior Designer	\$116.00 - \$128.00
		Design Engineer	\$108.00
ator ruma mechanical & electrical		CAD Designer	\$108.00
ultant	\$195.00	Administrative Support	\$100.00 - \$132.00
e	\$170.00		
	\$160.00	flow design collaborative landscape	
	\$140.00	Principal	\$135.00
	\$115.00	Project Manager	\$110.00
n	\$125.00	Senior Landscape Arch.	\$95.00
	\$115.00	Landscape Architect	\$80.00
	\$100.00	Intern Landscape Designer	\$65.00
or	\$90.00	Irrigation Designer	\$75.00
	\$70.00	Administration	\$55.00
		loeffler cost estimating	
		Cost Consultant	\$140.00



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