

PURCHASE OF DESIGN PROFESSIONAL SERVICE AGREEMENT

2015.117

THIS AGREEMENT ("Agreement") is made this 23rd day of June 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County" and DLR Group, located at 1555 Blake Street, Suite 250, Denver, Colorado 80202, hereinafter referred to as the "Design Professional". The County and the Design Professional may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE DESIGN PROFESSIONAL:

- 1.1. All work shall be in accordance with the attached RFP 2015.117 and the Design Professional's response to the RFP 2015.117 attached hereto as Exhibit C, and incorporated herein by reference. Should there be any discrepancy between Exhibit C 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 Design Professional) to be performed by the Design Professional. If the County requests such additional services, the Design Professional 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 Design Professional 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 Design Professional to enable the Design Professional's performance under this Agreement.

3. TERM: The Term of this Agreement shall be for the duration necessary to provide the services required by this Agreement in conformance with the most recent project schedule approved by the County as established in the RFP 2015.117.

- 3.1. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for additional services or delays in the Project. Such extensions must be mutually agreed upon in writing by the County and the Design Professional, and approved by the Adams County Board of County Commissioners.
- 3.3 Delays by the Design Professional: If the progress or completion of the Project is delayed by reason of error, inconsistency, or omission by the Design Professional that violates the applicable standard of care, the Design Professional shall compensate the County for and indemnify it against all damages which may accrue as a result of such delay. In addition, the Design Professional shall provide services at its own cost, including any overtime costs and expenses, required to make up time lost to the County because of such delay.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Design Professional for services furnished under this Agreement, and the Design Professional shall accept as full payment for those services, the not to exceed cost of two hundred ninety-nine thousand five hundred dollars (\$299,500.00).

4.1. The Design Professional shall submit to the County for its approval monthly applications for payment for basic and approved additional services with reasonable supporting detail. Payments for basic services shall not exceed the following percentages and/or values of the total fee for services at the completion of each phase of the services:

4.1.1. Reimbursable expenses, including additional insurance costs, reproductions, or similar County approved expenses, shall be a not-to-exceed value billed on a pro-rated basis or as completed. Payment applications shall identify these items separately and provide appropriate justification.

4.2. Prior to final payment to the Design Professional, the Design Professional shall furnish evidence satisfactory to the County that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of each progress payment shall constitute a waiver of all claims by the Design Professional for the services billed and paid.

4.2.1. Should there be any claim, obligation or lien asserted before final payment is made that arises from the Design Professional's services, the Design Professional shall reimburse the County for any costs or expenses, including attorney's fees, costs, and expenses, incurred by the County in satisfying, discharging, or defending against any such claim, obligation, or lien, including action brought or judgment recovered.

4.3. 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 Design Professional acts as an independent contractor and not as an employee of the County. The Design Professional shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and sub-consultants during the term and performance of this Agreement. No employee, agent, servant, or sub-consultant of the Design Professional 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 Design Professional, 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 Design Professional understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional's negligent performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' negligent performance or failure to perform pursuant to the terms of this Agreement.

8. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

Notwithstanding anything else set forth in this Agreement, if the Design Professional 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, the Design Professional 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. **INSURANCE:** The Design Professional agrees to maintain insurance of the following types and amounts:

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

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

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

9.1.3. Umbrella: \$2,000,000

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

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

9.2.2. Personal Injury Protection: Per Colorado Statutes

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

9.4. **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.

9.4.1. Each Occurrence: \$2,000,000

9.4.2. General Aggregate: \$3,000,000

9.5. Adams County as "Additional Insured": The Design Professional's commercial general liability, comprehensive automobile liability, and professional 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:

9.5.1. 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 Design Professional.

9.5.2. 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.

9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Design Professional.

9.6. Licensed Insurers: All insurers of the Design Professional must be licensed or approved to do business in the State of Colorado. Upon failure of the Design Professional 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 Design Professional in obtaining and/or maintaining any required insurance shall not relieve the Design Professional from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Design Professional concerning indemnification.

9.7. 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.

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

10. TERMINATION:

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

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Design Professional 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, and that no violation of such provisions are present. The Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Facility Operations
Contact: Mike Goins, Facilities Operations Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6303
E-mail: mgoins@adcogov.org

Department: Adams County Purchasing
Contact: Bethany Bonasera, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6056
E-mail: bbonasera@adcogov.org

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

Design Professional: DLR Group
Contact: Edward Bledowski, Principal
Address: 1555 Blake Street, Suite 250
City, State, Zip: Denver, Colorado 80202
Phone: 720.904.0440
E-mail: ebledowski@dlrgroup.com

- 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.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Design Professional to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Design Professional shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Request for Proposal, or, if no provision exists, pursuant to the terms of the 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 Design Professional.

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

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

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

14. SCHEDULE OF EXHIBITS:

14.1. In addition to this Agreement, the RFP and associated documents, and Clarifications or Addenda to the RFP, the attached Exhibits are part of this Agreement:

14.1.1. Exhibit 'A': Supplementary General Conditions for Design Professional Service Agreement

14.1.2. Exhibit 'B': Facility Operations Design and Construction Handbook

14.1.3. Exhibit 'C': Design Professional's Proposal

The remainder of this page is left blank intentionally.

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

Board of County Commissioners

[Signature]
Chairman

06.23.15
Date

DLR Group

[Signature]
Signature

6.15.15
Date

EDWARD BLEDOWSKI
Printed Name

PRINCIPAL
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF DESIGN PROFESSIONAL'S SIGNATURE:

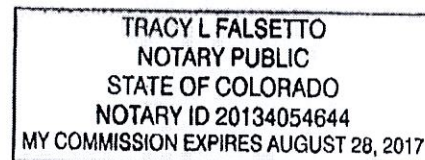
COUNTY OF El Paso

STATE OF Colorado)SS.

Signed and sworn to before me this 15th day of June, 2015,

by Edward Bledowski,

[Signature]
Notary Public



My commission expires on: August 28, 2017

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

DESIGN PROFESSIONAL:

DLR GROUP

Company Name

6.15.11

Date

Edward Bledowski

Signature

EDWARD BLEDOWSKI

Name (Print or Type)

PRINCIPAL

Title

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

EXHIBIT 'A'
SUPPLEMENTARY GENERAL CONDITIONS FOR
DESIGN PROFESSIONAL SERVICE AGREEMENT

These Supplementary General Conditions for Design Professional's are included as part of the Purchase of Design Professional Service Agreement, in accordance with Section 1, Item 1.1 for the services outlined in the RFP 2015.117.

0. GENERAL PROVISIONS:

Project Name: Design Services for JC Build-out
Project Address: 1100 Judicial Center Drive, Brighton, Colorado 80601
Project Description: Architectural and Engineering Design Services for the internal renovation for a build-out and slight remodeling within the existing building.

0.1. Definitions:

- 0.1.1. Contractor means the person or entity retained by the County to perform the Work for the Project and includes the Contractor's representative(s). The Contractor may also be called Construction Manager / General Contractor (CMGC).
- 0.1.2. Design Professional means the person or entity identified in the Agreement and includes their representative(s).
- 0.1.3. County means the person or entity identified in the Agreement and includes their representative(s).
- 0.1.4. Others mean other consultants, contractors, material suppliers, and/or person(s) at the Worksite who are not employed by the Contractor or Subcontractors.
- 0.1.5. Subcontractor is a party or entity retained by the Contractor as an independent contractor to provide labor, materials, equipment and/or services necessary to complete a specific portion of the Work.
- 0.1.6. Sub-Subcontractor is a party or entity retained by the Subcontractor to perform any portion of the Subcontractor's Work.
- 0.1.7. Sub consultant is a party or entity retained by the Design Professional to perform any portion of the Design Professional's Services.
- 0.1.8. The Project is the building, facility, and/or other improvements for which the Design Professional is to provide Services, and for which the Contractor is to perform Work under the agreement between the County and Contractor.
- 0.1.9. The Work means the construction and services necessary or incidental to fulfill the Contractor's obligations for the Project in conformance with the agreement between the County and Contractor.
- 0.1.10. Services are those services provided by the Design Professional and/or by their Sub consultants for the Project. Design Services are the professional services

requiring the application of a principle of architecture or engineering design for the consultation, investigation, planning, design, or review of material and completed Work in construction, alteration, or repair of a structure, building, equipment or project. Such services may be the whole or a portion of the Project.

1. SERVICES OF THE DESIGN PROFESSIONAL:

1.1. General Responsibilities:

1.1.1. The Design Professional shall furnish or provide the architectural and/or engineering services necessary to design the Project in accordance with the County's Requirements, as outlined in the RFP 2015.117 and other relevant data defining the Project, identified in Section 13.0 The Design Professional shall include all Basic Services as well as Additional Services as may be authorized by the County.

1.1.1.1. The Design Professional represents that it has the requisite skill, expertise, and licensing in all disciplines required to perform the services. Furthermore, the Design Professional will verify that the Design Professional, Sub consultants, and employees are properly licensed and/or certified for the tasks for which they are performing.

1.1.1.2. The Design Professional shall design the project within a total estimated construction cost at described in the RFP 2015.117 This value shall be reviewed at each design milestone, with acceptance of any modification or total value by the County. This shall hereinafter be referred to as the "Fixed Limit".

1.1.1.3. The Design Professional shall perform their services and obligations with integrity, including but not limited to:

1.1.1.3.1. In cooperation with the County, the Design Professional shall endeavor to promote harmony, collaboration, and cooperation amongst all Project participants.

1.1.1.3.2. Conflicts of Interest shall be avoided and disclosed promptly to the other party and the County; and

1.1.1.3.3. The Design Professional and their Sub consultant(s) shall not advocate, pay for, or otherwise solicit preferential treatment.

1.1.1.3.4. Conflicts of Interest shall be avoided and disclosed promptly to the other party and the County; and

1.1.2. The Design Professional shall conduct a preliminary evaluation of the information set forth in the RFP and attached documents. The Design Professional shall confirm its understanding of the project requirements with the County.

1.1.3. Successive Steps: The Design Professional shall not proceed with the successive design phase and documents until requesting to, and receiving written authorization from, the County. Further, the Design Professional shall promptly revise without additional compensation:

- 1.1.3.1. those documents which have not been previously approved by the County for which the County has reasonable objections;
 - 1.1.3.2. those documents identified by the Contractor and accepted by the County as presenting impractical or improbable constructability methods; and
 - 1.1.3.3. those documents needing revisions to reflect clarifications, corrections, or assumptions and allowances on which a Guaranteed Maximum Price is based.
 - 1.1.4. The Design Professional shall assist the County with preparing, correcting, and filing required documents with the authorities having jurisdiction, including planning approvals and construction permits.
 - 1.1.5. The Design Professional will be given reasonable access to the Worksite at all times during the project.
 - 1.1.6. The Design Professional shall not be responsible for the acts or omissions of the Contractor and Subcontractors, or any other person(s) or entities performing work on the Project which are not under the direct control or authority of the Design Professional.
 - 1.1.7. Services of the Design Professional shall be rendered promptly so as not to delay the County, the Contractor, Subcontractor, or Others.
- 1.2. Basic Design Services:
- 1.2.1. General:
 - 1.2.1.1. Prepare studies, assessments, and similar evaluations and make recommendations or prepare reports in written or graphic nature to confirm Project requirements. Subject matter will depend on Project scope, but may include, but not be limited to: Space Assignments; Space Utilization; Space Use and Relationships; Building Materials, Construction Systems, Sustainability or Energy Use; Life Cycle; Benchmarking; Safety and Security; Construction Phasing; and Cost Estimates.
 - 1.2.1.2. Perform Design Charettes with County and/or Contractor as needed to further refine the Program, Scope, design, cost estimate, or Project definition.
 - 1.2.1.3. Provide regular communications in a timely manner with the County, Contractor, and other persons or entities required for completing the Project.
 - 1.2.1.4. Provide assistance to the County, including completing forms, preparing drawings, and providing information and certifications as necessary for the County to obtain:
 - 1.2.1.4.1. Financing, insurance, or other elements necessary to complete the Project.

- 1.2.1.4.2. Jurisdictional approvals, ODP's, platting or similar elements of a planning nature.
- 1.2.1.4.3. Construction permit(s), inspections, Certificate(s) of Occupancy
- 1.2.1.5. Retain, supervise, and compensate Sub consultant(s) required in connection with the Design Professional's performance of required Services:
 - 1.2.1.5.1. All fees for Sub consultant(s) are included in the Design Professional's contract price.
 - 1.2.1.5.2. The obligations of the Design Professional's Sub consultant(s) shall inure to the benefit of the County. The Design Professional's agreements with its Sub consultant(s) shall require that in the event of default under or termination of this Agreement, the Sub consultant(s) shall perform Services for the County upon request of the County.
 - 1.2.1.5.3. The Design Professional shall be responsible for all services provided by the Sub consultant(s) and shall verify the Sub consultant(s) services comply with this Agreement.
 - 1.2.1.5.4. Sub consultant(s) shall be properly licensed and shall affix their seal and signature on all drawings, specifications, calculations and submittals prepared by them.
- 1.2.1.6. Prepare, update and regularly review Project parameters with the County and/or Contractor:
 - 1.2.1.6.1. Progress Meetings and Updates: In addition to design reviews, charettes, or other design oriented meetings, the Design Professional shall prepare monthly (or as mutually agreed) updates and present these to the County regarding progress of the design, updates or refinements to the scope, deviations from design or construction standards of the County, and estimated schedule and cost updates.
 - 1.2.1.6.2. Cost Estimates: The Design Professional shall prepare an Opinion of Probable Cost at the first design milestone, and update the cost using the same format for each subsequent milestone. This is required even when the County, Contractor or Others may also be preparing a cost estimate.
 - 1.2.1.6.3. Project Schedule: The Design Professional shall prepare a Project Schedule at the first design milestone, and update the schedule using the same format for each subsequent milestone. Once a Contractor is under agreement with the County for the same Project, the Design Professional will be required to review and comment on the Contractor's schedules. Schedule for the Design Professional's Services shall remain the responsibility of the Design Professional and be updated at each design milestone.
 - 1.2.1.6.3.1. The Design Professional shall endeavor to coordinate their Services with the Contractor(s) schedules to avoid any impact or delay to the Project.

1.2.1.6.4. Value Engineering: The Design Professional shall prepare at each design milestone opportunities to provide additional value to the Project, whether it be in cost, quality or schedule. When the estimated cost or schedule exceeds the County's parameters, the Design Professional shall make recommendations for achieving the desired parameters, and adopt those accepted by the County into the next stage of design refinement.

1.2.1.7. Provide the County, and the Contractor if requested by the County, documents for review and comment, and allow sufficient lead time for these reviews:

1.2.1.7.1. The Design Professional shall respond, in writing, to each review comment within 3 weeks of receipt.

1.2.1.7.2. The Design Professional shall maintain and track a Construction Standard Deviation Log for elements planned and/or accepted outside the County's construction standards.

1.2.1.8. Coordination of Others: The Design Professional shall coordinate the services of other design consultants or specialty consultants, including those retained by the County, however shall not be liable or responsible for the services of said consultants retained or to be retained by the County:

1.2.2. Programming and Program Validation Services:

1.2.2.1. Investigate and gather appropriate data necessary to develop the Project Program, outlining the intent, goals, and parameters of the Work scope. Include, at a minimum, organizational functions/uses, personnel quantity and title, specific equipment needs, and all associated spatial needs.

1.2.2.2. Review and assess Program Statements or planning data previously prepared for the subject functions/departments/personnel. Incorporate pertinent information into an updated Program Statement.

1.2.2.3. Identify challenges and correlating potential solutions, including but not limited to: Associations and commonalities between uses, space utilization rates, pedestrian traffic flows, engineering and technology opportunities, and Project specific needs.

1.2.2.4. Make recommendations and provide an Executive Summary.

1.2.3. Schematic Design Services: Based on the accepted Program Statement, develop Schematic Design documents (approximating 30% to 35% completion of design):

1.2.3.1. Documents shall be adequately developed to achieve local jurisdiction planning approvals (Site Plan Approval, ODP's, platting, or similar).

- 1.2.3.2. Identify in writing deviations from the previously accepted Program Statement, construction standards, Opinion of Cost, and Project Schedule.
- 1.2.4. Design Development Services: Based on the accepted Schematic Design documents, develop Design Development documents (approximating 60% to 65% completion of design):
 - 1.2.4.1. Documents shall be adequately developed for a Contractor to develop a Guaranteed Maximum Price (if the County is using a Construction Manager / General Contractor delivery method).
 - 1.2.4.2. Identify in writing deviations from the previously accepted Schematic Design documents, construction standards, Opinion of Cost, and Project Schedule.
- 1.2.5. Construction Documents: Based on the accepted Design Development documents, develop Construction Documents:
 - 1.2.5.1. For a General Contractor (Design-Bid-Build) delivery method: Achieve completed documents necessary for permitting, bidding, and construction of the Project. Prior to issuance, allow the County to review these documents at a 95% completion stage prior to finalizing the documents.
 - 1.2.5.2. For a CMGC delivery method (with a GMP): Prepare documents in two phases:
 - 1.2.5.2.1. Bidding and Permit documents: Achieve completed documents necessary for permitting and bidding of the Project. Prior to issuance allow the County to review these documents at a 95% completion stage prior to finalizing the documents.
 - 1.2.5.2.2. Coordinated Construction documents: Once the majority of Subcontractors are procured, meet with Contractor and Subcontractor(s) to review and coordinate all documents. All County and Contractor accepted comments shall be adopted into the documents for use in Construction.
- 1.2.6. Bidding and Negotiation: Provide the County assistance in the Bidding or Negotiation of the Project Work.
 - 1.2.6.1. Comply with the County's Purchasing Policies and Procedures and provide assistance in responding to RFI's, RFC's, and preparing appropriate addenda in a timely manner. Participate in the Pre-Bid meeting(s) if elected by the County.
 - 1.2.6.1.1. If elected by the County, provide assistance in preparing the Bidding or Request for Proposal documents.
 - 1.2.6.2. For a General Contractor (Design-Bid-Build) delivery method: If elected by the County, review bids and make recommendation(s) of award based

on price and responsiveness of Contractor(s) proposals.

1.2.6.3. For a CMGC deliver method (with a GMP): If the County elects, Design Professional shall participate in evaluations and/or interviews of the CMGC, and make recommendation(s) of award based on qualifications, price and responsiveness of CMGC(s) proposals.

1.2.6.3.1. Bidding and Permit documents: Achieve completed documents necessary for permitting and bidding of the Project. Allow the County to review these documents at a 95% completion stage prior to finalizing the documents.

1.2.6.3.2. Coordinated Construction documents: After bidding is complete, coordinate with Subcontractors to review and coordinate. All County and Contractor accepted comments shall be included in the documents for use in Construction.

1.2.6.4. If the lowest bona fide bid or negotiated proposal exceeds the final County approved Fixed Limit for the Work (construction cost) by seven percent (7%) or more, and the County, at its sole discretion elects not to accept such bid or proposal or to rebid or renegotiate the Project, the Design Professional, without additional compensation shall:

1.2.6.4.1. Assess the bids and Construction Documents and prepare a list of cost saving options for the County's review and acceptance.

1.2.6.4.2. Make the necessary modifications to the documents to reduce the cost of the Work to meet the agreed upon Fixed Limit.

1.2.6.4.3. This Clause shall NOT APPLY if the County accepts the bid price from the Contractor, or the County approves an increase to the Fixed Limit. However, the Design Professional may be required to make modifications to the documents in the event that the Fixed Limit is only partially increased.

1.2.6.4.4. This Clause shall NOT APPLY if the final agreed upon estimate was prepared by the County, Contractor, or Others.

1.2.7. Construction Administration: The Design Professional shall commence Construction Administration services once the County has notified the Contractor in writing with an authorization to proceed with the Work. The Design Professional shall review and advise the County on the accuracy and sufficiency of the Work by the Contractor:

1.2.7.1. Project Progress:

1.2.7.1.1. Meetings: The Design Professional shall attend all pertinent Project progress meetings, estimated at an average of once per week, with the County and/or Contractor related to the Project.

1.2.7.1.2. RFI's: The Design Professional shall respond and track all information requests of the Contractor, and all responses to RFI's, clarifications, or interpretations of the Construction Documents. Responses shall be given within 3 days of receipt, unless mutually agreed otherwise by the Design Professional, County and

- Contractor.
- 1.2.7.1.3. Submittals: The Design Professional shall review the Contractor's submittals, including shop drawings, products, and samples and make approvals or recommendations about such submittals. Submittals shall be reviewed for compliance with the design and scope of the Project and the Construction Documents. Responses shall be given within 10 days of receipt, unless mutually agreed otherwise by the Design Professional, County and Contractor.
- 1.2.7.1.4. Work in Place: The Design Professional shall visit the Worksite at appropriate intervals to become generally familiar with the quantity of the Work and to determine if the Work is in accordance with the Construction Documents
- 1.2.7.1.4.1. The Design Professional shall make prompt notice, followed with confirmation in writing, of any deficiencies or defects in the work.
- 1.2.7.1.4.2. The Design Professional shall not be responsible for construction means, methods, techniques, sequences and procedures unless specifically identified as part of the Construction Documents.
- 1.2.7.1.5. Schedule: The Design Professional shall assist the County in evaluation and processing of Work schedules by the Contractor and make appropriate recommendations.
- 1.2.7.1.6. Contractors Payment Applications: Based on Work progress, compliance with the Construction Documents, and identified deficiencies or defects, the Design Professional shall assist the County in evaluation and processing of Payment Applications by the Contractor and certify to the County that the amounts due the Contractor reflect the progress of the Work based on the Schedule of Values.
- 1.2.7.2. Changes to the Work:
- 1.2.7.2.1. The Design Professional may make directive changes to the Contractor at the Worksite only if necessitated due to emergency, or the directive has no impact to cost or schedule; and it must further the Program intent or make a correction to an error. All field directives must be followed with written direction to the Contractor and copied to the County.
- 1.2.7.2.2. Bulletins, Architects Supplemental Instructions, or Proposal Requests:
- 1.2.7.2.2.1. County directed changes will be documented and distributed by the Design Professional to the Contractor.
- 1.2.7.2.2.2. The Design Professional shall review the Contractor's Change Order requests, including scope, quality, cost, and schedule impact and make appropriate recommendations to the County.
- 1.2.7.3. Closeout: The Design Professional shall assist the County in confirming the Substantial and Final completion of the Project, including:

- 1.2.7.3.1. Conduct inspections to verify the completion of the Work.
 - 1.2.7.3.2. Prepare, track, and confirm completion of Punch List items.
 - 1.2.7.3.3. Upon completion of Punch List items, issue with the County's approval, a formal Notice of Substantial Completion.
 - 1.2.7.3.4. Assist County and Contractor in acquiring the Certificate of Occupancy.
 - 1.2.7.3.5. Ensure all Operations and Maintenance manuals, required trainings, and 'As-Built' record documents are completed and turned over to the County.
- 1.2.8. Post Occupancy Services: The Design Professional shall make up to two (2) visits to the Worksite during the Contractor's one-year correction period to assist the County in evaluating the need for any corrective measures.
- 1.2.9. Additional Services: Changes in the Services of the Design Professional and/or their Sub consultant(s) may be mutually agreed to in writing, after the execution of this Agreement, without invalidating the Agreement for circumstances beyond the Design Professional's control, or for requests of the County. Additional services shall be quoted and negotiated based on the hourly rates and Sub consultant mark-up rates presented in the Design Professional's Proposal. These Additional Services shall be in addition to the Basic Services and agreed to in advance of said Additional Services. Any service not listed below shall be considered to be included in the Basic Services:
- 1.2.9.1. Investigation of sources of financing, business planning, or documentation necessary to establish the County's feasibility for the Project.
 - 1.2.9.2. Consultations, negotiations, and documentation supporting the procurement of Project financing.
 - 1.2.9.3. Surveys, legal descriptions, and aerial photographs.
 - 1.2.9.4. Appraisals of existing facilities, equipment, or property.
 - 1.2.9.5. Soils, subsurface and environmental studies, or other geotechnical reports and investigations required for submission to authorities having jurisdiction.
 - 1.2.9.6. Artistic renderings, models, or other mockups in excess of those required in the RFP 2015.117.
 - 1.2.9.7. Inventories of existing furniture, fixtures, and equipment which might be under incorporation into the Project.
 - 1.2.9.8. Substantive changes in the approved final design after formal acceptance by the County, which are due to causes beyond the control of the Design Professional.
 - 1.2.9.9. Design of specialty systems outside those required in the RFP 2015.117 including computer network systems, sound systems, alarm systems, security systems and telecommunications.
 - 1.2.9.10. Estimates, proposals, appraisals, consultations, negotiations or services in connection with a repair or replacement of an insured loss.
 - 1.2.9.11. The premium portion of overtime work ordered by the County, including productivity impact costs, other than those required by the Design Professional to maintain the Project Schedule for causes that are the responsibility of the Design Professional.
 - 1.2.9.12. Services for third party tenants or renters.

- 1.2.9.13. Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project in which the Design Professional is not a party.
 - 1.2.9.14. Services relating to Hazardous Materials discovered at the Worksite.
 - 1.2.9.15. Travel by the Design Professional in connection with their Services or Project Work, except between the Design Professional's office(s), County's offices(s), Contractor's office(s), and the Worksite(s).
 - 1.2.9.16. Services to achieve formal certification of sustainability, including LEED.
- 1.2.10. Confidentiality: The Design Professional shall treat as confidential and not disclose to third parties, except as necessary for the performance of this Agreement or as required by law, any of the County's confidential information, know-how, discoveries, and the like so identified and disclosed to the Design Professional or which the Design Professional acquired in performing the Services required by this Agreement.

2. RESPONSIBILITIES OF THE COUNTY:

2.1. General Responsibilities:

- 2.1.1. To the extent that the County has obtained information and services specifically related to the Services or Work for the Project, the County shall provide them to the Design Professional in a timely manner. This shall include legal descriptions of property, utility information, surveys, previous and Construction Documents for other projects.
- 2.1.2. The County shall provide review and comment for each design milestone and identify errors, inconsistencies and omissions discovered; however, this shall not relieve the Design Professional of responsibility for its own errors, inconsistencies and omissions.
 - 2.1.2.1. Approvals of documents by the Design Professional shall not be deemed an assumption of responsibility for any error, inconsistency, or omission in documents prepared by the Design Professional.

3. TERM:

- 3.1. The approved Project schedule may be periodically updated by the County, Design Professional and/or Contractor and mutually accepted by all parties in writing, without impact to this Agreement or the Fee for Services of the Design Professional.

4. PAYMENT AND FEE SCHEDULE:

- 4.1. There are no Supplementary General Conditions for this Section

5. INDEPENDENT CONTRACTOR:

- 5.1. There are no Supplementary General Conditions for this Section

6. NONDISCRIMINATION:

6.1. There are no Supplementary General Conditions for this Section

7. INDEMNIFICATION:

7.1. There are no Supplementary General Conditions for this Section

8. INSURANCE:

8.1. The Design Professional shall ensure that all Sub consultants also carry the required insurance and list the County as Additionally Insured. Sub consultants may be allowed, if approved in writing by the County, to have lesser values for Professional Liability Insurance as follows:

8.1.1. Mechanical and Electrical Engineering Consultants:

Same as Design Professional

8.1.2. Landscape or Civil Consultants:

No less than \$2,000,000

8.1.3. Special Consultants who's Services are for Work valued at less than \$1,000,000:

No less than \$1,000,000

8.2. Proof of Insurance may be required by the County to be submitted with each Payment Application. If so elected by the County, the insurance certificates shall bear a current date within 30 days of the payment period.

8.2.1. The Design Professional shall maintain a log, track, and periodically update the County with current insurance certificates for the Design Professional and all Sub consultant(s) when necessitated by renewals or updates as required by the County.

9. TERMINATION:

9.1. There are no Supplementary General Conditions for this Section

10. MUTUAL UNDERSTANDINGS:

10.1. County ownership and Use of Documents:

10.1.1. Royalties, Patents and Copyrights: The Design Professional agrees to hold harmless and indemnify the County for any demand for payment to the extent caused by the Design Professional's use of patented, copyrighted, or other royalty required materials, specifications, design, process, article or device that may enter the Work or Services performed by the Design Professional under this Agreement.

10.1.2. County Ownership of Design: All unique and original design components and elements developed for this Project, including those designs, drawings, and specifications, other than those standard details of the Design Professional shall not be used by the Design Professional on other projects without written authority of the County. The parties agree that the County shall obtain County Ownership of copyright said unique and original design components and elements.

- 10.1.3. Use of Documents in Event of Termination: In the event of Termination, the County shall have the right to use, reproduce, and to make derivative works of the documents to complete the Project, regardless whether there has been a transfer of copyright.
- 10.1.4. Use of Documents after Project Completion: After completion of the Project, the County shall have the right to use, reproduce, and to make derivative works of the documents to maintain, renovate, remodel or expand the Project Worksite.
- 10.1.5. Sub Consultants: The Design Professional shall obtain from their Sub consultants, if any, the same rights of use outlined herein, and provide evidence that such rights have been secured.
- 10.1.6. Electronic Documents: The County, Design Professional, and Contractor shall mutually agree on a method or protocol of electronic document exchange, which at a minimum shall identify: 1) what documents shall be accepted in electronic format; 2) management, coordination, and version control responsibilities; 3) acceptable formats, naming protocols, and transmission process; 4) and final storage and record formats and versions.
- 10.2. Continuance of Services: Unless otherwise agreed to in writing, the Design Professional shall continue to perform its Services during any dispute, claim, mitigation or resolution proceeding. If the Design Professional continues to perform, the County shall continue to make payments in accordance with this Agreement for amounts not in dispute.
- 10.3. Safety and Security: The Design Professional shall follow the safety and security protocols of the County and/or Contractor when on the Work site. Further, when present on the County's property, shall comply with the County's policies and procedures regarding conduct, safety, and security.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. There are no Supplementary General Conditions for this Section

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

- 12.1. There are no Supplementary General Conditions for this Section

13. SCHEDULE OF EXHIBITS:

- 13.1. Order of Precedence: The following Order of Precedence for Attachments and Exhibits, as well as potential subsequent Changes, shall govern:

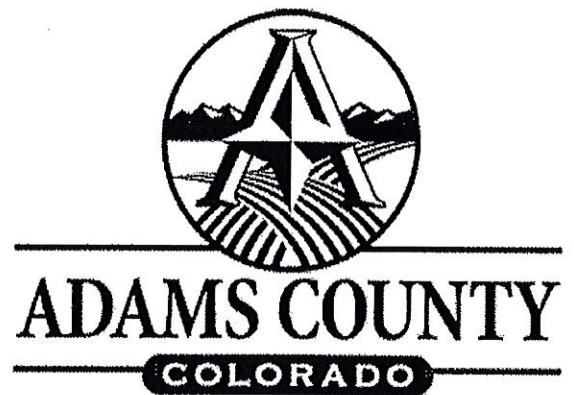
- 13.1.1. Adams County Request for Proposal for Design Professional Services dated February 20, 2015.
- 13.1.2. Addendum 1-6 Clarifications to the RFP March 2015
- 13.1.3. Design Professional's Proposal dated March 19, 2015

- 13.1.4. Adams County Facility Operations Design and Construction Handbook
- 13.1.5. Adams County Supplementary General Conditions for Design Professionals
- 13.1.6. Changes when approved, per the Terms and Conditions of the Agreement

END OF SUPPLEMENTARY GENERAL CONDITIONS

Design and Construction Standards

Adams County
Facility Operations Department



Design and Construction Standards

Intent of Design and Construction Standards

Adams County; Facility Operations department has prepared this manual to assist the Design Professionals, Contractors, and Construction Managers who provide professional services for all new construction, remodeling, rehabilitation and maintenance projects at Adams County facilities. This document is comprised of two parts: Design Standards and Construction Standards.

The Design and Construction Standards are intended to provide consistency and uniformity in services and materials related to capital construction. This extends to methods of delivery, through the quality of materials and installation. These guidelines are founded upon design, construction, maintenance, and operational methods of Adams County and provide for a quality standard which attempt to extend the life cycle of materials, systems, and operational functions while also reducing maintenance efforts and activities.

Both the Design and Construction standards should also be referenced in conjunction with Adams County requirements, including but not limited to Contracts and Agreements, including any Terms and Conditions, General Conditions and/or Supplementary Conditions. In addition, design and construction shall be done in accordance with County policies and Facility Operations departmental procedures. When appropriate, design and construction shall be in compliance with other departmental procedures and standards (e.g. IT standards for equipment, cabling, etc.)

Part I: The Design Standards will address Planning and Design issues, including aesthetics, design attitudes and preferences, pattern language, and intended goals of design. In general, Design Standards are directed toward prime and sub-consultants and govern the performance of such services, the deliverables required, and the guidelines around the design.

Part II: The Construction Standards, following the CSI 50 Section format (2014 version), will address the minimum building requirements which the County has recognized as necessary on the majority of facilities and/or projects. These design guidelines assure uniformity, system or component quality, compatibility and functionality and ease of maintenance. In general, Construction Standards are directed toward designers in the creation of bidding and construction documents for Adams County. They are further directed to contractors and constructors in equipment, method, construction and operation of Adams County facilities.

As part of the Construction Standards, there are portions which have been developed as Specification sections intended to be adopted into contract documents. These Specifications are to be reviewed by the Professional as part of their design effort. Specifications are provided where the County has determined a critical component requirement due to maintenance practices, operations, costs, safety, security or other specialized situation.

This manual is not intended to be a “master specification” and therefore, in most cases, the language in this manual will need modification before it is included in the Project Specifications by the Professional. Properly written specifications will be much broader in scope and more detailed. The intent has been made to establish “performance” rather than “specification” standards wherever this has been practical.

The use and inclusion of these standards in bid documents does not relieve the Professional of the responsibility and legal liability for any bid documents created from these standards.

Exceptions to any design or construction standard herein may be discussed and modified. These Standards are not meant to replace professional judgment or practice. If deviations are necessary to satisfy the conditions of certain projects, the Professional must request and receive approval for such deviation in writing from the Adams County Facility Operations department. The Professional shall specify the reasons for the deviation in detail – by providing drawings, sketches, technical information, mathematical calculations, costs, etc. – as appropriate to allow a thorough and complete review by the County. It is recommended that a log be kept and tracked during the design process and identify and resolve deviations from the Standards.

Administration of Construction Activities

The Adams County Facility Operations department is responsible to the County for managing the planning, design and construction activities for all capital projects, regardless of the source of funding. For capital projects, the primary responsibilities of the department are to select and procure qualified consultants and contractors, and to provide professional management and leadership throughout the entirety of the project, from concept through building commissioning. Additional responsibilities are to provide assistance with the development of internal programs, cost estimates, and planning for future capital projects.

A Project Manager will be designated by the Adams County Facility Operations department for each project. All communications from the Design Professional and/or Contractor to the County shall be directed to the Project Manager. The Project Manager will provide guidance to the Design Professional and/or Contractor and leadership to the project while providing the County a project that is within the established budget, schedule, and quality, and meets the end users' requirements.

Throughout this manual wherever the term Professional (or Design Professional) is used, the term will be applicable to an architect, engineer or other specialized consultant similarly retained by the County to provide professional services.

Throughout this manual reference is made to the Professional's contact with the County as the Project Manager. For these Standards, this title is not meant to imply any one singular person, but rather any one of a number of Adams County Facility personnel who may be assigned to the project.

Description of Project Roles:

Every project, depending on size, scope, and sensitivity, may have a different structure for the design team; however the core of the team will generally remain the same:

- Adams County Facility Operations:
 - Project Manager
 - Building Maintenance Supervisor
- Design Professional
 - All sub-consultants
- Construction Manager (when delivered with a CM)

For larger or more sensitive projects, additional members may also be added to the Design Team, which may include, but not be limited to:

- Director of Facility Operations
- Director or Elected Official of other divisions/departments
- Design Advisory Committee / Group (as identified specific for the project)

In addition to the primary Design Team's core, the following organizational units may provide input in completing the requirements of the projects, and will be involved in the review of the schematic, design, and construction documents:

- Information and Technology Division operates and maintains all telecommunication facilities for the County and is responsible for the development and maintenance of standards for equipment and wiring, and the review of the proposed installation of the inter-building and intra-building telecommunications and data distribution facilities.
- End User Group, when necessitated by the project scope, will be involved in decision making relative to programmatic needs, prioritization of space use, functionality of design, and purpose and vision of the project.
- Others as needed for specialty purposes such as IT, Security, or specialized support.

Construction Standards Overview

It is one of Facility Operations' goals to maintain all facilities to the condition which they were designed and built, for the life of the building.

With such a goal in mind, all County facilities shall be designed as high quality institutional buildings or renovations, and heavy-duty components shall be selected and specified to provide maximum life-cycle usefulness. The requirement that the project be designed within available funds is not a license to design short life cycle, speculative-type construction or to specify inferior or inappropriate material. **The Professional is responsible for providing and recommending cost-effective designs that achieve the quality institutional building requirement. In addition, the Professional shall provide all necessary value engineering to ensure funds allocated are utilized in the requirements established herein.**

The Professional shall perform professional services, including services customarily furnished in accordance with generally accepted architectural or engineering services to provide the Owner a Project within the Construction Budget. The Professional shall provide such services and comply with any applicable federal, state, and local rules and regulations and building codes.

The County is dedicated to the principle of sustainability and energy conservation. County personnel will scrutinize proposed design for means of reducing not only initial cost of energy consuming equipment, but also long-range operational costs. Furthermore, efforts shall be made to exercise prudent judgment on the use of sustainable practices, design methods, materials, and life-cycle costs for facilities relative to the program needs and available project budget. Use of LEED standards or other formalized standards are not required on all projects, but their use will be defined in the program by the County. However, each project shall take appropriate considerations to utilize best practices to consider

and implement sustainability and energy conservation where feasible. The Professional must work in harmony with its consultants to design new buildings and to remodel existing buildings to make the most efficient use of building materials and energy sources available.

Certain design standards will be guidelines for the Professional to develop specifications. Other standards are specifications that shall be incorporated by the Design Professional and/or Contractor. In all cases, the Design Professional and/or Contractor is responsible for ensuring these standards are met, not only during the design process, but also during construction. The Design Professional and/or Contractor is also responsible for verifying that the Standards being used are current.

Construction Standards Formatting

The Design Standards are organized in Construction Specifications Institute (CSI) format (2014), as follows:

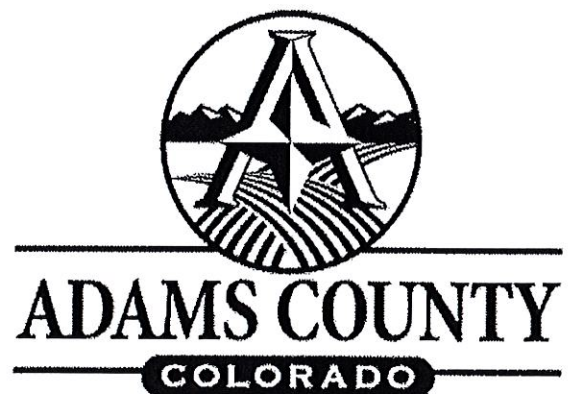
<u>Division #</u>	<u>Description of Work</u>
00	Procurement and Contracting Requirements
01	General Requirements
02	Existing Conditions
03	Concrete
04	Masonry
05	Metals
06	Woods, Plastics, and Composites
07	Thermal and Moisture Protection
08	Openings
09	Finishes
10	Specialties
11	Equipment
12	Furnishings
13	Special Construction
14	Conveying Equipment
15 to 20	<i>Reserved for Future Use*</i>
21	Fire Suppression
22	Plumbing
23	Heating, Ventilating, and Air Conditioning
24	<i>Reserved for Future Use*</i>
25	Integrated Automation
26	Electrical
27	Communications
28	Electronic Safety and Security
29 to 30	<i>Reserved for Future Use*</i>
31	Earthwork
32	Exterior Improvements
33	Utilities
34 to 48	<i>Sections Not Used or Reserved for Future Use*</i>

* *Items identified with an asterisk (*) are not currently utilized by Adams County*

Part I: Design Standards

(Facility Planning & Aesthetic Guidelines)

**Adams County
Facility Operations Department**



Design Standards

Intent of Design Guidelines

Adams County; Facility Operations department has prepared this manual as a part of the overarching Adams County Design and Construction Standards primarily to assist Design Professionals. However, there may be portions of this document, depending on the project scope or requirements, which will guide Contractors and/or Construction Managers in performing the construction, remodeling, and rehabilitation or maintenance projects at Adams County facilities.

The Design Standards generally address Planning and Design issues, including aesthetics, design attitudes and preferences, pattern language, and intended goals of design. In general, Design Standards are directed toward prime and sub-consultants and govern the performance of such services, the deliverables required, and the guidelines around the design.

Adams County recognizes that each project is unique, but endeavors to provide a baseline of quality in design and performance of each facility in order to streamline workflow, costs, schedule, maintenance, and operation. Creative solutions to challenges are encouraged, and this document is not meant to be recreated in verbatim or be a substitute for professionally planned and executed designs. Furthermore, this document is not intended to be a substitution for best practices or professional responsibility. Design Professionals or Contractors are expected to provide high quality services as required per the terms and conditions of the contact agreements, meeting all pertinent safety and building codes, and meet the goals of the County, including but not limited to purpose of the space, project cost, schedule, safety and life cycle care.

General

In general, follow the guidelines below when dealing with planning, design, and aesthetics for a facility. Unless specifically indicated otherwise, these guidelines are not intended to restrict or replace professional judgment:

1. For the Justice Center -- Phase II Buildout, the intent will be to achieve a similar quality of space, interior and exterior environment, and appearance as the existing Justice Center, and wherever existing elements do not exist, then reference shall be the recently constructed Adams County Government Center. Record Documents, including Drawings, Specifications and O&M Manuals for the Justice Center and Government Center will be made available for reference to the Design Professional.
 - a. Existing design ideas/concepts shall not be considered a substitute for the professional experience and opinion of the Design Professional. The Design Professional is responsible for providing design compatible with the existing structure and meeting the design goals of the Owner.
 - b. During the course of the design process, Facility Operations will provide input on planning, design, and aesthetic elements. The Design Professional shall inquire, review, and respond to each of those items.
2. These guidelines are not meant to preclude the creativity of the design or the professional responsibility of the Design Professional. Creative solutions are always encouraged however must be balanced with the overall project intent. Solutions should consider, at a minimum:

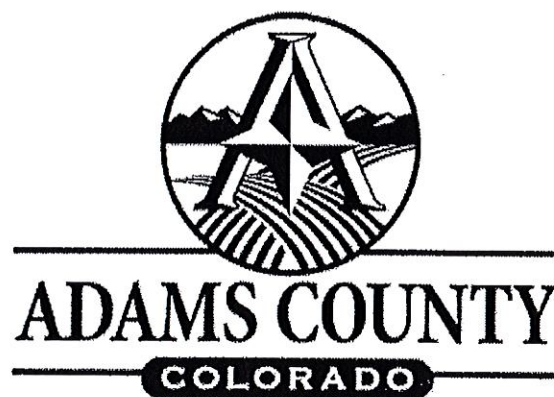
- a. Project Intent including the Function/Use of the Space
 - b. Space Utilization / Efficiencies
 - c. Context of the Functions and the Building
 - d. Maintenance and Operations along with Life Cycle / Sustainability
 - e. Cost, Schedule, Material and Workmanship Quality
3. It is the responsibility of the Design Professional (and CM when utilized) to identify “long lead” items, materials, and equipment. For any elements that are prohibitive to meeting the desired project schedule, provide a list of the equipment, expected lead times and impact to schedule, and the source of information (supplier, manufacturer, etc.). The County, along with recommendations of the project team (Consultants and Contractors), may elect to change the schedule or change the basis-of-design manufacturer selections.
4. As a general practice, extra (attic) stock of materials and components are often required for turn-over to the County as part of the project. This quantity of stock should be accounted for in the facility storage room, above and beyond the space to function and store other parts needed for general building maintenance.

End of Design Guidelines

Part II: Construction Standards

(Facility Technical Guidelines)

**Adams County
Facility Operations Department**



Construction Standards Division 01 to Division 48

General

In general, follow the guidelines below when dealing with all Divisions of trade work or associated management of such work. Unless specifically indicated otherwise, these guidelines are not intended to restrict or replace professional judgment:

1. For the Justice Center – Phase II Buildout, the intent will be to achieve a similar quality of space, interior and exterior environment, and appearance as the existing Justice Center, and wherever existing elements do not exist, then reference shall be the recently constructed Adams County Government Center. Record Documents, including Drawings, Specifications and O&M Manuals for the Justice Center and Government Center will be made available for reference to the Design Professional.
 - a. Existing standards shall not be considered a substitute for the professional experience and opinion of the Design Professional. The Design Professional is responsible for thorough review of all standards and recommendation for deviations, changes, or improvements to those elements used at the Justice Center or Government Center.
 - b. During the course of the design process, Facility Operations will provide input on items that have worked well, and others that require improvement or changes. The Design Professional shall inquire, review, and respond to each of those items.
2. Where any product is not clearly outlined, is requested for options from the Owner, differs from, or otherwise has alternate opportunities in comparison with the Government Center or other Facility Operations standards, the Design Professional shall provide at least three options/manufacturers for the Owner to review and comment. Failure to do so may result in incomplete work and payments withheld.

End of Division 01 to Division 48