

facilities

10790 W. 50th Ave. #100
Wheat Ridge, CO 80033
303.235.5275

jeffcolibrary.org



Jefferson County
PUBLIC LIBRARY

Request for Proposal (RFP)

Architectural & Engineering Services

For

Columbine Library

Jefferson County Public Libraries

Issue Date: July 14, 2016

Submittal Deadline:
Friday, July 29th, 2016
Time: 2:00 PM

Optional Site Walk:
Tuesday July 19th
Time: 12:30PM

Provided by:



Columbine Library – Request for Proposal

1.0 Introduction

On behalf of Jefferson County Public Libraries (Owner), NV5 (Owner's Representative) invites you to submit your proposal for architectural services for the Columbine Library (Project).

Responses are due no later than:

2:00 PM (MST) on July 29, 2016

Proposals due to jcplrfp@jeffcolibrary.org no later than 2:00 PM. **No late responses will be accepted.** Each respondent is solely responsible for the timely delivery of its response. **Failure to meet the RFP response due date and time deadline will result in automatic rejection of the response.** Contractor is advised to keep proof of date and time of sent mail. Should Contractor encounter difficulties with delivery of response, it may contact procurement.jcpl@jeffcolibrary.org for assistance. *Proof of date and time of failed attempt will be required.*

Contractor to send notice of intent to bid, including company name, contact name, direct phone and e-mail to procurement.jcpl@jeffcolibrary.org by July 20, 2016 at 5:00 PM MST. Failure to notify JCPL of the intent to submit will preclude your Firm from receiving addendums, schedule changes and pertinent information related to this RFP.

To prevent biased evaluations and to preserve the competitiveness and integrity of the proposal process, proposers are to direct all communications regarding this proposal (questions regarding the RFP, technical requirements, general conditions, etc.) via email to procurement.jcpl@jeffcolibrary.org. Candidates should not contact any team members or any individual associated with the Owner) regarding this RFP for this project.

An optional site walk will take place at 12:30PM on Tuesday July 19th. Interested candidates should meet at 7706 W. Bowles Ave., Littleton, CO 80123.

2.0 Project Information

2.1 Project Team:

The successful Candidate will be an integral part of the project team, currently comprised of the following key organizations:

1. Jefferson County Public Library– Owner
2. NV5 – Owner's Representative
3. Design Team – TBD
4. CM/GC – TBD

2.2 Library Background

Columbine Library is situated on 4.15 acres located at 7706 W. Bowles Ave in Littleton, CO. The 30,000 sq. ft. facility was originally constructed in 1989 and underwent a major remodel in 2002. It is JCPL's desire to remodel/reconstruct the facility to align with our mission and vision of a 21st century library. For JCPL this vision is one where the patron experience is one of absolute delight. Our residents feel respected and understood by the innovative services we provide.

This vision translates into:

- The library is a customizable experience. It fits them just right.
- They can use the library alone or engage with each other.
- They find just the right help at just the right time and place.

The vision also reflects our end statements of providing equal access to resources and technologies, encouraging a sense of community participation and collaboration, advancing community education/outcomes, maximizing the return on the communities shared investment and creating safe and inviting spaces for the residents of Jefferson County. Columbine Library is currently slated for design in 2016 and construction beginning in 2017 and is funded as one of the JCPL's Capital Improvement Projects.

2.3 Scope of Services

The purpose of this RFP is to solicit a contract with an A/E firm to provide Design and Construction Administration services necessary to complete the noted project description for the Owner. General Scope of Services includes but is not limited to the following:

1. JCPL is seeking an A/E project team member that will be committed to a collaborative, transparent design process, incorporating owner and community input, while still maintaining the project-defined milestone dates A/E team shall be prepared to coordinate with the JCPL Steering Committee on a regular basis as well as attend occasional board meetings, community meetings and other JCPL events after normal business hours to provide updates.
2. At each phase of design, review and approval of a complete programmatic and budget reconciliation will be required by JCPL and NV5. The project will not be able to proceed to the next phase of design if the project does not meet the approved programmatic requirements and budget amounts per JCPLs approved scope.
3. The Owner's priorities will continue to be refined as the design process begins but will include compliance with the Jefferson County Public Library Guidelines. See Exhibit A.
4. The Architect shall provide the following disciplines (at a minimum) either with in-house professionals or sub-consultants if applicable. [Steve – do we want to direct the A/E to get civil & structural on board so we start with the assumption that entry will change? This may help us get pricing early on.]
 - a. Civil Engineering
 - b. Structural Engineering
 - c. MEP Engineering
 - d. Landscape Architecture
 - e. Interior Design, including FF&E
 - f. Lighting Design
 - g. Acoustical Engineering
 - h. Fire Protection Design
 - i. IT and low voltage infrastructure design
5. The following professional services are required for the Columbine remodel project:
 - a. Assist in the selection of the Construction Manager/General Contractor Team;
 - b. Cost estimating (total project, sub-projects, and proposed change order(s));

- c. Complete development of full set of design documents;
 - d. Cost of ownership analysis and value engineering throughout project;
 - e. Serve as the JCPL's Design Team Representation and liaison for all required engineering trades;
 - f. Attend all project meetings;
 - g. Weekly field observation reports distributed to the team;
 - h. Provide and document digital photo logs of the construction progress;
 - i. Review and provide direction/coordination for all request for information and the responses from the JCPL;
 - j. Review and assist in coordination of any Contractor requested changes to project and all approved/denied requests for those changes;
 - k. Review and assist in coordination with all JCPL request for changes to project and responses from the Contractor:
 - l. Document management and control including all construction and construction administration documents, correspondence, permitting and inspection results and as-builts, regardless of format.
 - m. Assist, as necessary, with commission services;
 - n. Perform project close out services;
 - o. Provide support for planning alternate services during construction
 - p. Provide support for logistics of moving, storing items during construction
6. Please reference Exhibit A – JCPL Building Program Guidelines
 7. Proposers should be prepared to begin Design Team services defined by this RFP on August 18th, 2016

2.4 Technical Requirements

1. The Design Team shall have the organization, human and technical resources in-house to perform the tasks listed above in an expeditious and economical manner consistent with interests of JCPL.
2. Design Team will be expected to plan, program, administer, manage and execute its scope of work in accordance with all federal, state, local laws and regulations including, but not limited to, applicable building codes and the Americans with Disabilities Act.
3. The Design Team shall have the necessary licenses and authorizations to perform work in the State of Colorado.
4. The Design Team will be required to complete a Conflict of Interest Disclosure Affidavit affirming that the Contractor has no conflict of interest with any of the organizations or personnel of the Design or Construction Teams.
5. Subcontracting of services identified in this RFP or subcontracting of specialty consultants may be permitted only with written authorization by the JCPL Contract Administrator.
6. Prior to the Design Team gaining access to proprietary information in performing services for JCPL, the Design Team must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than which it was furnished by JCPL.
7. The Design Team, at its own cost, shall furnish and maintain all necessary personal protective safety equipment for their personnel as required for the type of work in accordance with Occupational Safety and Health Administration (OSHA) and the Contractor's Safety Program.
8. The Design Team will supply its own transportation and properly insured vehicles. At no time will the Design Team use or be authorized to use a JCPL owned vehicle.

Time is of the essence for this project. If a firm on the Design Team fails to respond to reasonable requirements of the Contract Administrator, that firm on the Design Team may be removed from consideration for the project and for future projects, and/or any existing contract may be terminated.

Schedule

JCPL has identified the construction project to begin in Spring 2017. Design is scheduled to begin in Fall 2016.

Programming/Conceptual Design:

Assist JCPL in the development of a library program that meets their needs. Develop a basic site plan, building footprint/floor plan and exterior design concept format, if necessary.

Schematic Design:

This scope will consist of drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design (SD) SD documents shall be provided to the General Contractor to prepare an estimate of the cost of construction, and the A/E shall assist the General Contractor in reviewing and verifying such Estimates of Construction Cost.

Schematic Design (SD) shall consist of a basic site plan, scope description, and a building footprint/floor plan including square feet, outline specifications and exterior design concept, if required. A/E team shall provide an estimate of the cost of construction upon SD delivery. Design options presented are required to conform to budget and schedule requirements within the funding limits before proceeding.

A/E recommendations on project scope and/or budget will be encouraged. A/E shall also assist in developing goals and priorities for the project. A/E shall present schematic drawings, including plans, elevations and other sketches as necessary to adequately convey the scope and design intent of the project for review by all parties, plan on coordinating with the JCPL Steering Committee and present information and ideas at staff/community meetings.

Design Development:

The phase will consist of drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to site (including civil and landscaping if required), architectural, structural, acoustical, interior design, mechanical, and electrical/low voltage systems, materials, and such other elements as may be appropriate. The Design Development Documents shall be developed in sequence replicating the proposed Bidding Packages. DD documents shall be provided to the General Contractor to prepare an estimate of the cost of construction, and the A/E shall assist the General Contractor in reviewing and verifying such Estimates of Construction Cost.

Based on the approved schematic design and adjustments authorized by the Owner with respect to project program or budget, the A/E shall prepare Design Development drawings and/or preliminary specifications as appropriate for all project areas. These drawings and specifications shall describe the design intent and shall be suitable for preliminary pricing. Additionally, A/E shall be prepared to work closely with the Owner's Representative and General Contractor to define construction phasing in conjunction with client and staff safety plans for the renovation work.

A final color and material presentation will be prepared for client's approval. Presentation shall consist of color boards, drawings and professional renderings sufficient to convey the overall design intent.

Design Development documents shall be provided to the General Contractor candidate(s) to prepare an estimate of the cost of construction and the A/E shall assist the General Contractor in reviewing and verifying the estimate. Programmatic and budget reconciliations, again, will be required and approved by JCPL prior to proceeding to the Construction Documents phase.

Construction Documents:

This phase consists of drawings and specifications setting forth in detail the requirements for the construction of the Project. These shall include complete set of architectural, civil, site development, structural, mechanical and electrical drawings and specifications. Assist the General Contractor in preparation of a written report summarizing the Estimates of Construction Costs and Value Engineering activities through the completion of this phase of the work.

A/E will assist the General Contractor in preparation of a written report summarizing the estimates of construction costs including any potential add alternates through the completion of this phase of the work.

The A/E is also required to design to the budget throughout the Project so that both the A/E and General Contractor are working together to maintain accountability to the budget throughout the design process. A/E team shall provide all drawings, documents and specifications necessary for construction of all areas of work.

FF&E Design, Bidding and Installation:

A/E will assist JCPL and NV5 with the evaluation of existing furnishings and equipment and provide recommendations for reuse or replacement. A/E shall identify a schedule and proposed layout of all new furnishings and fixtures to be included in the program and provide proposed layout in CAD format for the FF&E consultant's design coordination. Scope will include design coordination with the owner's third party consultant including but not limited to, preparing a performance based specification including colors, fabrics and/or other materials. A separate furniture procurement firm will be employed by JCPL to help refine furniture options, competitively bid all pieces and coordinate delivery. FF&E specialist procurement will be coordinated with NV5. A/E shall provide feedback as necessary on the proposed furniture options presented.

Subcontractor Bidding Phase and Pre-Construction:

Assist NV5 and the General Contractor with pre-bid conference(s) as well as rendering interpretations and clarifications of the drawings and specifications in appropriate written form.

A/E shall assist Owner and General Contractor in obtaining permits and regulatory approvals as required for each project phase.

A/E shall review and process or take other appropriate action upon manufacturers' and Contractor's submittals such as shop drawings, product data, and samples that relate to the items within the scope of A/E's services.

Construction Administration:

A/E shall cooperate and coordinate with the General Contractor and NV5 in the review of bids, proposed substitutions (if any) and/or proposed modifications to the specifications to achieve competitive pricing and maximum value while maintaining the integrity and quality of A/E's work.

Provide observation during construction, attending Owner, Architect, GC meetings either weekly or biweekly and as needed based on the stage of construction, providing project documentation in the form of supplemental instructions, construction change directives, request for information responses, etc. A/E shall also provide for review and approval of all General Contractor's applications for payments and provide review and comments on all cost and/or schedule change requests received.

A/E shall budget for a reasonable number of visits to the project site to observe the progress and quality of the work within the scope of A/E's services in order to determine if the work is being generally performed in

accordance with the design intent of the Construction Documents. On the basis of such observations, A/E shall apprise Owner of the progress and quality of the work via regular site observation reports.

Close Out/Punch List Phase:

A/E Team shall plan an appropriate number of site visits at substantial completion of the project to review the completed construction with the General Contractor and NV5. A/E shall be responsible for ensuring construction conforms to the design and industry standards for quality and documenting in a punch list any items that do not conform or meet the necessary standards. NV5 will work with A/E and General Contractor to develop punch list completion schedule. Additionally, A/E shall be involved with all project close-out activities including but not limited to review of and General Contractor coordination of O&M manuals, as-built drawings and all owner training sessions.

3.0 Selection Process

3.1 Anticipated Selection Schedule

July 14, 2016	RFP Issued
July 19, 2016 at 12:30 PM	Optional Site Walk
July 20, 2016 at 5:00 PM	Intent to Bid
July 22, at 3:00 PM	Deadline for Questions
July 25, 2016	Final Clarification Issued
July 29, 2016 at 2:00 PM	Submittals Due from Candidates
August 3, 2016	Short Listed Candidates Notified
August 5 and 8, 2016	Interviews
August 10, 2016	Selection Notification

3.2 Proposal Requirements and Scoring Criteria

The Owner intends to shortlist candidates based on this qualification package, which will be scored based on the criteria identified below. Points will be assessed by a selection committee, out of the points available for each section, and the total points tallied to determine the most qualified groups. The shortlisted candidates will be invited to provide a fee proposal and participate in an interview with the selection committee.

Please format your submittal to include the items specifically requested below. Please be thorough in addressing the items but note that the Owner is also looking for a team member that can communicate effectively and efficiently. Please organize your submittal using the section numbers and names below.

Submittals will be reviewed to determine which candidate offers the best value to the Owner. Each responding firm will be required to submit the following documentation as requested under Detailed Submittal Requirements. All submittals must be received by the party indicated in this RFP no later than the noted due date and time. Late submittals will not be accepted.

3.3 Detailed Submittal Requirements

Cover Letter:

- a. One (1) page maximum

Required Company Data:

- a. Company Name
- b. Contact Name
- c. Company Address

- d. Phone Number
- e. Tax Id #
- f. Number of Years in Business:
- g. Contact Email Address:
- h. Website Address:
- i. Name of person who would be “Design Team Representative” on any awarded contract
- j. Name and title of person legally authorized to bind Contractor/sign contract.

1. Firm Profile – 5 Points

- a. Location and current staff size of the servicing office including quantity of licensed architects.
- b. Location and current staff size of any other supporting office including quantity of licensed architects.
- c. Approximate breakdown of type of clients served by your firm over the past five years (Library sector)
- d. Provide a statement whether or not your firm, in the event of award, would be able to provide insurance meeting or exceeding the requirements stated in section 4 below.
- e. Describe any claims, lawsuits or legal settlements your firm has had in the past and/or those which are currently pending.

2. Project Team & A/E Sub-Consultants Qualifications - 15 points

- a. Identify the specific team members from your firm that will be assigned to this project and include a description of their roles and responsibilities, on this project.
- b. Provide resumes for all individuals to be assigned to this project. The Owner will expect the submitted staff to be involved in the roles proposed throughout the duration of the project. Any changes must be reviewed and approved by the Owner and Owner’s Representative.
- c. Identify your proposed sub-consultants and provide resumes for their key staff members that will be involved with the project. Resumes should include previous experience with similar work.
 - i. If a joint venture is proposed, please provide a description of the working relationship between the firms and a clear delineation of the roles and responsibilities.
- d. Identify any scope of services not covered by the sub-consultants, listed in section 2.3 above, which you think the Owner might consider.
- e. If requested by JCPL, the Architect shall substitute any sub-consultants to an alternate, qualified firm that Owner and Architect agree to.

3. Project Approach - 20 points

- a. Describe your Project Approach to performing A/E services required in this RFP including a brief narrative describing how the project will be managed. Include your

approach to library design specifically for this project.

- b. Include examples of how you think 21st Century Learning and Library Environments could be incorporated into this project; please limit this narrative to 1 page or less.
- c. Describe how your firm promotes a collaborative approach within your firm, with your consultants, the Owner, and the community.
- d. Describe ways to keep the Owner and community updated with the progress of the project, and any other design tools that may be utilized.
- e. Please address how you will keep the project within budget and on schedule.
- f. Include any unique capabilities or qualities of your firm that would make your approach stand out.

4. Project Experience - 20 points

- a. Provide up to five examples of relevant Project Experience, in progress or completed by your proposed team members during the past five years. Please identify which proposed team member was on the example projects listed and what their role was on that project.
 - i. Provide size of project, cost, budget, start and completion dates of design and construction.
 - ii. Provide contact information for the project Owner as well as the, Owner's Representative (if there was one) and General Contractor or CM/GC's Project Manager.
 - iii. Please provide a brief description of similarities to this project and any unique lessons learned that will be applied.
 - iv. Please provide a brief description of any unique project features that could be implemented here to help achieve the Owner's goals.
- b. Consideration will be given to the firm that shows the most well rounded experience and how the team will engage the community and Owner in developing a facility that is unique to this Owner's program and environment.

5. Fee Proposal – 15 Points

- a. Base fee proposal on a \$4M Project Cost This amount includes design & consulting fees, FF&E, additional owner vendors (IT, AV, etc.), permitting, testing & inspections and any other applicable soft costs.
- b. Provide billing rates for all standard services anticipated, including reimbursable expenses, to be associated with this scope of work
- c. Submit your firm's rate/fee schedule as back up
- d. Include confirmation of your review of the existing documentation provided with this RFP
- e. Provide an anticipated schedule to deliver the initial services listed above to complete the project as noted
- f. Provide a detailed list of any bid clarifications or exclusions

6. References – 5 Points

- a. Please provide letters of reference and contact information from up to five projects that the proposed team members have worked on, focusing on projects in the past five years that have similarities to this project.
- b. The selection committee will be looking for a history of commitment to owner and project interests, willingness to be a team player, keeping a project within budget and on schedule, and an ability to coordinate multiple points of view into a successful project.

7. Schedule – 15 Points

- a. Submit an SD/DD/CD phased design and phased permit plan that meets JCPL’s required project schedule assuming a design launch in mid-August 2016. Schedule shall include estimated timelines for Steering Committee Meetings, community updates, Staff/User Group meetings, and JCPL stakeholder approvals.

8. Differentiating Characteristics – 5 Points

- a. The Owner anticipates receiving submittals from a number of firms qualified for this project. Please take up to one page to summarize any other information about your firm, your experience, special credentials or differentiating characteristics of interest to the Owner and how it might relate to Columbine Library and its goals.

TOTAL POINTS AVAILABLE: 100

INTERVIEW AND FEE PROPOSAL:

The top candidates will be invited to interview with the selection committee. The shortlisted candidates will be provided additional information including final scoring/ranking criteria for interviews. Candidates will be asked to prepare for an interactive work session/interview as well as to provide comments on proposed contract agreement, to be submitted at the time of the work session.

3.4 Evaluation Criteria:

The Owner’s Representative and JCPL will screen the submittals. Ratings shall be based on the assessment of the adequacy of the firm’s experience and ability to meet the requirements of the RFP, the schedule, proposed fees and JCPL’s evaluation of the firm’s ability to meet its needs.

4.0 Administration Information

- 1. The Library anticipates a multi-year contract term. The contract, including insurance requirements, will be provided by the Library. *See General Contract Terms and Conditions listed in 5.11 and the Insurance Requirements listed in Appendix A.*
- 2. The Library intends to select one Contractor to provide the services requested in this RFP.
- 3. All bidders are expected to examine the scope of work, the site and all instructions. It is incumbent upon each bidder to carefully examine these requirements, terms and conditions including all attachments, exhibits, and documents incorporated by reference. Before submitting a proposal bidders are solely responsible to make all investigations and examinations necessary to ascertain conditions and requirements affecting the full performance of the contract and to verify any

representation made by JCPL upon which it may rely. Failure to do so will be at bidder's risk. By submitting a proposal, each bidder represents

- 3.1 That it has read and understands this Request for Proposal;
 - 3.2 That its proposal is made in accordance with the requirements of this RFP;
 - 3.3 That it is familiar with the local conditions and requirements under which the proposed services must be performed.
4. Proposals must be signed by a person authorized to bind the Contractor to its provisions for the period identified herein. Prices identified herein shall be stated as "Not to exceed" amounts unless otherwise specified and shall be good for the full term of any Contract. Any proposed price adjustment for potential escalation should be either specifically identified as "included" or specifically identified, including the percent or amount of adjustment and the applicable contract year for such adjustment. **In no instance shall pricing be increased without an expressed written document signed by both parties.** If surcharges or increases of any type are to apply during the initial term of the contract, the amount and the basis of that surcharge or increase are to be specifically stated within the proposed bid.
5. Proposals must be e-mailed **only** to jcplrfp@jeffcolibrary.org by the due date specified, with the subject line "Columbine Library - Architect Proposal". There will be no formal bid opening.
6. A selection committee will review and evaluate all replies/proposals for content and may request clarification from or interviews with finalists. The recommendations of this committee will be forwarded to the Executive Director for approval and execution.
7. JCPL reserves the right to check both references offered in the response and also any other references, regardless of the source. JCPL will be the sole judge of the completeness of all information requested and submitted by respondents.
8. JCPL reserves the right to make all decisions regarding this procurement, including, without limitation, the right to decide whether a response does or does not substantially comply with RFP requirements or bidding procedures and requirements.
9. JCPL reserves the right to reject any and/or all proposals, to further negotiate with the successful Contractor, to waive informalities and minor irregularities in proposals received, to accept any portion of the proposal if deemed to be in the best interest of JCPL to do so, to seek clarification through oral discussions, site visits or inquiries about the contractor's experience with similar projects, to request a Best and Final Offer, and to cancel this project at any time prior to the signing of a contract. This RFP does not represent a guarantee of any contract utilization.
10. **Award of the contract related to this RFP is not based solely on low bid.** A contractor will be selected by the Evaluation Team based upon the contractor's experience and expertise with similar projects, the ability of the contractor to best fulfill library needs and to provide value added services, the ability to complete the project in a timely manner, the completeness of their submittal, and the ability of the contractor to meet the needs of JCPL. In addition to the scoring breakout previously detailed, this determination will be made solely by JCPL based on the point structure detailed previously.

The results and subsequent recommendations of that evaluation will be reported to the JCPL's Executive Director for contractor selection.

11. *If clarifications to Proposals are required, the Library may, at its option, request a Best and Final Offer from finalist contractors. Such request will indicate specific areas of Contractor's proposal that are in question and include specific response instructions. Library Committee will re-score any revised proposals submitted using the original criteria and scoring before making a final decision.*
12. The issuance of this RFP and the receipt and evaluations of proposals does not obligate JCPL to award a contract. JCPL will not be liable for costs incurred by the respondent in preparation, delivery, and/or presentation of their response. This procurement may be cancelled at any time by JCPL prior to execution of a contract without any liability to JCPL.
13. Contractor shall operate within all governing laws at all times.
14. **ALL INFORMATION SUBMITTED BY THE VENDOR IN RESPONSE TO THIS RFP IS CONSIDERED PUBLIC INFORMATION.** Any markings, statements or other indications delineated on the Contractor's response to this RFP to otherwise identify any information as anything but public information will be deemed as an erroneous marking and not adhered to in any instance.
15. The RFP and the Contractor's response to RFP and any negotiations reduced to writing will be made a part of the Contract Documents ("the Contract")
16. The Contractor will protect the Library from claims involving infringement of patent and/or copyright.
17. The Library reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Library in the event of breach or default by the Contractor.
18. This Request for Proposal is JCPL's good faith effort to detail its requirements for qualified contractors to provide proposals for Owners Representative/Construction Management Services. Responses should be prepared simply and contain a concise description of the proposer's ability to satisfy the requirements of this RFP.
19. Proposers may amend or withdraw a proposal any time prior to the time and date established for submission of proposals.

5.0 Owner Selection and Contracting Provisions

5.1 Right to Reject any and All Proposals – Failure of the candidate to provide any information requested in the RFP may result in the disqualification of the submitted proposal. Owner reserves the right to select any or reject any and all submissions in its best interest. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate.

5.2 Verification of Information - Candidates are hereby notified that the Owner will rely on the accuracy and completeness of all information provided in making its selection. As such, candidates are urged to

carefully review all information provided to ensure clarity, accuracy and completeness of such information. As the Owner deems necessary and appropriate in its sole discretion, the Owner reserves the right to make any inquiries or other follow up required to verify the information provided. The Owner reserves the right to select any or reject any and all submissions in their best interest.

5.3 Disclosure of Information - All submissions and other materials provided or produced pursuant to this RFP may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to Jefferson County Public Library, appropriately identify materials, which are not subject to disclosure. In the event of a request by the Owner for disclosure of such information, the Owner shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the Owner.

5.4 Discrimination in Employment - In connection with the performance of work on this project, the selected Service Provider agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.

5.5 Applicable Laws - This selection process and the performance of any selected shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable regulations as the same may be amended from time to time.

5.6 Cost of Developing Qualifications - Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Service Provider. The Owner assumes no liability for any costs incurred throughout the entire selection process.

5.7 Proposal Ownership - All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of the Owner and will not be returned to the candidate.

5.8 Addenda - As the Owner may require, addenda may be issued to supplement this RFP. All candidates in receipt of the RFP are considered registered. The list of registered participants will be used to issue all communications regarding this RFP, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.

5.9 Assignment – The successful Candidate is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of Owner.

5.10 Insurance Requirements - Specifically indicate acceptance of or any exception to insurance requirements provided in Appendix A.

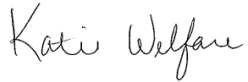
5.11 General Contract Terms and Conditions – The successful firm will be required to enter into a written contract with the Owner in a form acceptable to the Owner as follows:

- i. Jefferson County Public Library will provide a contract to be executed by the parties, which will include the County's insurance requirements.
- ii. The RFP and the vendor's response to the RFP and any negotiations reduced to writing shall be made a part of the contract documents.

- iii. All portions of/or contents and materials that make up the contract are considered public information and not confidential information. Copies may be released by JCPL to anyone at any time, after the RFP due date, at the sole discretion of the Library.

Thank you for your time and interest in this project.

Sincerely,

A handwritten signature in cursive script that reads "Katie Welfare".

Katie Welfare
Project Manager, NV5

- End of Request for Proposal-

6.0 Declarations Page

All bidders are to attach the following signed declaration to their returned proposal:

The undersigned declares that they have carefully examined the RFP, the site, and all provided documentation for the bidding of Owners Representative Construction Management Services for Jefferson County Public Library. Signature below acknowledges understanding of and ability to comply with all items in the bid proposal. If there are any differences concerning the specifications, those differences will be resolved in favor of the Library.

Contractor Name:

Business Address:

Business Telephone: Business Fax:

Business E-Mail:

Contact Person:

Date Bid Submitted:

CONTRACTOR'S AUTHORIZED SIGNATURE

The undersigned, having carefully read and considered the terms and conditions of the Request for Proposal (RFP) for Owner's Representative Construction Management Services for Jefferson County Public Library does hereby offer to provide such items and perform services on behalf of the Library, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP at the rates hereinafter set forth.

Authorized Signature of Contractor: _____

Printed Name: _____

Company Name: _____

Date: _____

APPENDIX A

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
IV	Insurance - Minimum requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	\$1M ea occurrence \$2M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles. (If autos are used in the performance of work under this agreement.) Combined single limit for bodily injury and property damage.	\$1M CSL per accident
	Professional Liability/Errors and Omissions limits.	\$1M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management.	Required
V	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation.	Required

END

CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES (this “Contract”), dated for reference purposes only aaaaaaaaaaaaaaaaa, is made and entered into by and between the JEFFERSON COUNTY PUBLIC LIBRARY, a body politic and corporate (the “Library”) and aaaaaaaaaaaaaaaaa(the “Consultant”).

RECITALS

- A. The Library issued a Request for Proposal aaaaaaaaaaaaaaa, for architectural and engineering services as further detailed in the Contract Documents (together with all attachments and addenda referred to herein as the “RFP”).
- B. The Consultant submitted the bid determined to be the most advantageous to the Library, considering price and other factors.
- C. The Consultant is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Library and the Consultant agree as follows:

1. CONTRACT DOCUMENTS. The “Contract Documents” shall consist of:

- (a) this Contract;
- (b) the RFP, attached hereto as Exhibit A;
- (c) the Consultant’s Proposal dated aaaaaaaaaaa,
- (d) the Consultant’s Bid Sheet, attached hereto as Exhibit B; and
- (e) the Insurance Requirements, attached hereto as Exhibit C.

The Contract Documents are incorporated herein by this reference whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

2. DESCRIPTION OF SERVICES. The Consultant shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the “Services”). The Consultant warrants that it is fully qualified to perform the Services and shall perform the Services in accordance with the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents.

3. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the Library notwithstanding any signatures on such form by a Library employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any Library employee's signature on Consultant's forms shall be effective only to establish receipt of services.
4. **AUTHORIZED REPRESENTATIVES.** The Library designates aaaaaaaaaa as the "Library Representative" under this Contract. The Consultant designates aaaaaaaaaa as the "Consultant Representative" under this Contract. The Consultant Representative shall have the authority to bind the Consultant with respect to the Services and shall be present at the work site as necessary to assure the Consultant's satisfactory performance. The Consultant Representative shall also be responsible for advising the Library Representative of the status of the Services and agrees to take direction only from the Library Representative and to comply promptly and fully with the reasonable requests and directives issued by the Library Representative from time to time. The Library may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) The Library requests a replacement, or (b) The Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. The Library must approve a substitute Consultant Representative, and, if no substitute is acceptable, the Library may terminate this Contract.
5. **PERSONNEL.** The Library may require the Consultant to provide information necessary to perform a security background check on any of the Consultant's employees or agents who require remote or onsite access to Library facilities or information. Consultant shall provide that information within the time period required by the Library. In such event, the Library shall review the results of any such background check and shall have the right to reject any individual based on information in such individual's background check.
6. **APPROVAL AND ACCEPTANCE OF SERVICES.** The Library Representative shall be the sole judge of the acceptability of the Services by the Consultant and the sufficiency of any supporting data submitted by the Consultant. If, at the sole discretion of the Library, conferences with the Consultant are necessary or desirable to explain or correct Services, the Consultant shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.
7. **SECURITY AND ON-SITE PROCEDURES.** At the option of the Library, all on-site personnel utilized by the Consultant shall undergo background checks and will be issued Consultant badges. Personnel utilized by the Consultant shall be required to display badges at all times while working on-site. The Consultant shall be required to return to the Library project manager all badges issued to the Consultant, its employees and agents, within 10 days of the Completion Date (the "Return Date"). If the Consultant is unable to return all issued badges on or before the Return Date, then the Library will charge the Consultant fifty dollars (\$50.00) per missing badge which sum shall be deducted from any sum payable hereunder before final payment to the Consultant.

8. **PRICE AND PAYMENT.** In consideration of the satisfactory performance of the Services, the Library shall pay the Consultant the not-to-exceed sum of **aaaaaaaaaaaaa**(the “Contract Price”) in accordance with the rates set forth in the Consultant's Bid Sheet attached hereto.

Payment shall be made in accordance with the rates set forth in the Consultant’s Bid Sheet attachment up to, but not in excess of, the not-to-exceed amount. The Library shall pay the Consultant within thirty (30) calendar days of satisfactory completion and approval of the Services and receipt of an acceptable invoice as described below. Except as expressly provided in the Contract Documents, the Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.

Unless a different payment schedule is specified in the Contract Documents, if the time period for performance of the Services exceeds thirty (30) calendar days, the Consultant may submit invoices no more frequently than on a monthly basis that itemize the Services completed since the last invoice in accordance with the Cost Proposal attachment. The Consultant shall prepare the invoices at its sole cost and shall include sufficient detail as determined by the Library to enable the Library to verify the appropriateness of the invoice.

Incorrect payments to Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Contract or other contracts between Library and Consultant.

9. **TERM, PERIOD OF PERFORMANCE.** The term of the Contract shall commence on execution of the Contract by both parties and shall continue in accordance with the schedule in Consultant’s Bid Sheet, attached hereto, to and including the date of Final Acceptance unless earlier terminated pursuant to the termination provisions set forth herein or in the paragraph titled “Non-Appropriation.” The Services shall begin upon receipt of a notice to proceed (“Start Date”) from the Library Representative, which notice to proceed shall contain a Completion Date for the services described therein (together, the “Contract Time”).

10. **CHANGES IN SERVICES.** The Library Representative, by written instructions issued to the Consultant, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary to accomplish the purposes intended to be provided under this Contract. The Library Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Jefferson County Library Board of Trustees to initiate or process change orders affecting the Contract Price or quantity of services to be performed.

This Contract contains the entire agreement of the parties and may not be modified or amended except an agreement in writing signed by the parties. The Consultant shall not commence any changed or increased Services prior to receipt of the required duly executed change order or contract amendment. The Library shall have no duty or obligation to compensate or reimburse the Consultant for any additional Services not specifically authorized as provided herein.

11. **TERMINATION.** The Library reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further Services for the Library under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the Library. The Library shall pay the Consultant for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the Library to be completed prior to termination and

satisfactorily performed. In the event that the Library terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Consultant fails to comply with any material provision of the Contract, the Consultant shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the Library because of such failure.

All time limits stated in this Contract are of the essence. The Consultant's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the Library, including, without limitation, the Library's cost to complete the Services together with any other expenses incurred, as determined by the Library. The Library may offset any amounts owed to it as damages against any monies due and owing to the Consultant under this Contract. In addition, the Library shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS, PERSONAL SERVICES.** The Consultant shall not assign this Contract or employ any sub-contractor without the prior written approval of the Library Representative. The Consultant shall be responsible for the acts and omissions of its agents, employees and sub-contractors. The Consultant shall bind each sub-contractor to the terms of this Contract. The Library may terminate this Contract if the Consultant assigns or subcontracts this Contract without the prior written consent of the Library Representative, and any such assignment or subcontracting shall be a material breach of this Contract. This Contract is a personal services contract pursuant to which the Library intends to obtain the personal services of the Consultant Representative and any other Key Personnel designated whose knowledge, skills and experience are deemed essential to satisfactory performance of the Services.

14. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE.** The Consultant is an independent contractor and is not an agent, servant or employee of the Library. The Consultant and its employees are not entitled to workers' compensation benefits through the Library. The Consultant is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Consultant and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Library. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

15. **INSURANCE.** The Consultant and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit C attached hereto. The Consultant shall provide certificates evidencing such coverage to the Library Representative prior to commencing the Work and during the term of this Contract shall provide the Library written evidence of continuing insurance coverage within three (3) business days of a request from the Library. The Consultant shall provide the Library no less than thirty (30) days' prior written notice of any proposed

change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the Library, the Consultant shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the Library with notice of cancellation of the policy. The Consultant shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

- 16. CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Consultant prior to commencement of the Work to:

Manager of Budget & Finance
Jefferson County Public Library
10200 W 20th Ave.
Lakewood CO 80215
contracts.jcpl@jeffcolibrary.org

Within a reasonable time after submittal, the Library shall either approve the certificates of insurance or notify the Consultant of any unacceptable conditions stating the specific reasons therefor. The Consultant shall promptly re-submit an acceptable certificate of insurance, which the Library shall review within a reasonable time. The Library shall not issue a Notice to Proceed until all required certificates of insurance have been accepted by the Library. Certificates of insurance shall name Jefferson County as an additional insured as its interest may appear.

- 17. INDEMNIFICATION.** The Consultant shall indemnify, defend and hold the Library and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Consultant, its officers, employees, sub-contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation or warranty made by the Consultant under this Contract; and (3) use by the Consultant of any intellectual property in connection with the Services (whether such intellectual property is owned by the Consultant or a third party) or the incorporation by the Consultant of intellectual property into the Services.
- 18. EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, or any other basis prohibited by federal, state or local law.
- 19. NON-APPROPRIATION.** The payment of Library obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The Library's fiscal year is currently the calendar year.
- 20. WARRANTIES.** The Consultant represents and warrants that:
- (a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Consultant to the Library;
 - (b) Any methodologies or programs or other intellectual property utilized under this Contract were

independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

- (c) If it is an entity, it is duly organized, validly existing and in good standing under the laws of the State of Colorado;
- (d) The execution, delivery and performance of this Contract by the Consultant does not and will not:
 - (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity’s organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Consultant is bound or affected.

21. NOTICES.

(a) “Key Notices” under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

<p><u>The Library:</u> Jefferson County Public Library Attn: Manager of Budget & Finance 10200 W. 20th Ave. Lakewood, CO 80215 Tel: 303-235-5275 E-mail: contracts.JCPL@jeffcolibrary.org</p>	<p><u>The Consultant:</u> aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa</p>
<p><u>with a copy to:</u> Jefferson County Attorney 100 Jefferson County Parkway Golden, Colorado 80419-5500 Tele: 303-271-8900 E-Mail: CAOContracts@jeffco.us</p>	

All Key Notices to the Library shall include a reference to the Contract including the Consultant’s name and the date of the Contract.

- (b) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

22. MISCELLANEOUS PROVISIONS.

- (a) Compliance with Laws. The Consultant shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Consultant or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Consultant shall procure all necessary approvals, licenses and permits at its own expense.
- (b) Officials Not to Benefit. No elected or employed member of Jefferson County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.
- (c) Conflict of Interest. The Consultant shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Consultant certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.
- (d) Library’s Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the Library to the Consultant or to which the Consultant has access during the performance of the Services (the “Library Documents”) and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Consultant (the “Deliverables”) shall be and remain the sole property of the Library at all times; and the Consultant shall not use any of the Deliverables or Library Documents for any other purpose. The Deliverables shall also constitute a “work made for hire,” and the Library shall retain all right, title and interest in and to both the Library Documents and the Deliverables. The Consultant shall provide to the Library all of the Deliverables and return all Library Documents by the Completion Date or the earlier termination of this Contract. The Consultant shall not disclose to any third party any Library Document or Deliverable without the prior written approval of the Library unless required under the Colorado Public Records Act or other law.

- (e) Confidentiality. During the course of Consultant's performance of the Services, Consultant may have access to certain confidential and proprietary information owned by the Library that may be disclosed to Consultant and Consultant's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Consultant or Consultant's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the Library unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Consultant or Consultant's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the Library promptly upon the cancellation, termination or completion of this Contract.
- (f) Confidentiality of Systems. In addition to containing public record information, a substantial amount of the information stored in the Library's networks and systems (collectively, the "System") is confidential and is prohibited from unauthorized disclosure. Many programs, processes and other software products in the Library's possession are confidential and may be protected by copyright, trade secret or other proprietary rights, and are not subject to unauthorized disclosure. All proprietary rights shall at all times remain with the Library, and no such rights are transferred to the Consultant. The Library is and shall remain the sole owner of any programs, data or other information contained on the System, and at no time shall the Consultant have the right to license, sublicense, assign, sell, copy, modify or otherwise make available to any third party, any portion of the System or any information contained on the System. The Consultant shall indemnify and hold harmless the Library and its elected officials, agents and employees from and against any and all liability, claims, damages and expenses (including reasonable attorneys' fees) arising out of the Consultant's unauthorized access to, modification or disclosure of, such System information.
- (g) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.
- (h) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.
- (i) Sales Tax Exemption. The Consultant will not be required to pay Colorado State sales and use taxes for the Services. The Consultant may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.
- (j) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract

on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

- (k) No Third Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the Library and the Consultant. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Library and the Consultant that any such person or entity, other than the Library or the Consultant, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- (l) Records Retention. The Consultant shall maintain all records, including working papers, notes and financial records, which records shall be available to the Library for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Consultant is notified in writing by the Library of the need to extend the retention period. Copies of such records shall be furnished to the Library upon request without charge by the Consultant.
- (m) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be property notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- (n) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Architectural and Engineering Services to be executed.

JEFFERSON COUNTY PUBLIC LIBRARY

By: _____
Pamela Nissler, Executive Director

STATE OF COLORADO
COUNTY OF JEFFERSON

This Contract was acknowledged before me this _____ day of _____, 2016 by Pamela Nissler, Executive Director of Jefferson County Public Library.

Notary's official signature

Commission expiration date

APPROVED AS TO FORM:

Kurtis D. Behn
Assistant County Attorney

CONSULTANT:
aa

By: _____
Name, Title

STATE OF COLORADO
COUNTY OF _____

This Contract was acknowledged before me this _____ day of _____, 2016, by Dennis R. Humphries as President of Humphries Poli Architects, P.C.

Notary's official signature

Commission expiration date

EXHIBIT A

[see attached]

EXHIBIT A

[see attached]

EXHIBIT C

[see attached]