

ADAMS COUNTY, COLORADO
FIRST AMENDMENT FOR
DESIGN PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT ("First Amendment") is entered into this 4 day of OCTOBER, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and DLR Group, located at 1555 Blake Street, Denver, Colorado 80202, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on June 23, 2016, the County entered into a Service Agreement with the Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add additional work attached as Exhibit "A".

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall reimburse the Contractor for the work provided under this First Amendment in accordance with Section 4 of the Service Agreement. Adams County will pay DLR Group an amount of twenty eight thousand five hundred and thirty-four dollars (\$28,534.00) for revised total contract amount of three hundred twenty-eight thousand and thirty-four dollars (\$328,034.00.)
2. The Service Agreement and this First Amendment contain 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 both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
3. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. Nothing expressed or implied in this First Amendment is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Amendment or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this First Amendment by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

- 6. If any provision of this First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 7. Each party represents and warrants that it has the power and ability to enter into this First Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

Steven G. Adonisio
Chair

10/4/16
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Channa
Deputy Clerk

A. Cebal
County Attorney

DLR GROUP

EDWARD BLEDOWSKI
Print Name

PRINCIPAL
Print Title

Edward Bledowski
Signature

9-27-16
Date

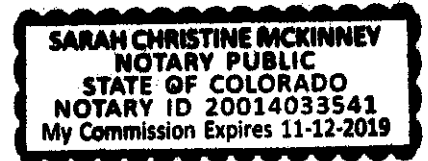
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver
STATE OF COLORADO)SS.

Signed and sworn to before me this 27 day of September, 2016,

By Edward Bledowski

Sarah McKinney
Notary Public



My commission expires on: November 12, 2019

Exhibit A



Architecture Engineering Planning Interiors

1555 Blake Street, Suite 250
Denver, CO 80202

August 29, 2016

Matthew Schaefer, RA, LEED AP
Project Manager, Facility Operations
4430 S. Adams County Parkway, Suite C1700
Brighton, CO 80601-8208

Re: Project Name: Adams County Justice Center Buildout – Phase II
DLR Group Project No.: 37-15223-00

Dear Mathew:

This is our formal proposal for modifications to the DA area per the sketch dated 8/23/16. Total lump sum fee for this work is \$11,734. Scope is as follows:

Architectural – 33 hours

- Revise plan and RCP
- Revise storefront elevations
- Revise casework elevation/details
- Modify hardware and specs
- Update finish plans
- Engineer & consultant coordination/re-issue

Electrical – 20 hours

- Relocate receptacles
- Relocate Lighting and controls
- Revise circuiting
- Coordination, narrative

Mechanical – 12 hours

- Re-size and select VAVs serving selected area, coordinate with elec.
- Revise piping to affected VAVs
- Relocate affected thermostats
- Revise ductwork layout and diffusers/return air grilles
- Revise ventilation OSA calculations

Technology – 12 hours

- Coordinate data outlets with power and furniture locations
- Update telecom room rack elevations
- Coordination with architectural and electrical

August 29, 2016
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We look forward to your formal approval for these changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Bledowski". The signature is fluid and cursive, with the first name "Edward" and last name "Bledowski" clearly distinguishable.

Edward Bledowski, AIA

cc: Sean Braden



August 3, 2016

Ed Bledowski
Principal
DLR Group
1555 Blake Street
Suite 250
Denver, CO 80202

Re: Adams County Justice Center – Security System Design

Dear Ed,

Thank you for the opportunity to propose our technology services for the development of requirements and specifications for an upgrade to the video surveillance system at the Adams County Justice Center. The Scope of Work and activities for which Rimrock will be responsible are defined below along with the corresponding professional fees.

The Adams County Justice Center is currently in the design phase for the build out of existing shell space. The security system for the new space reflects the latest in IP camera technology. The existing camera system reflects legacy analog camera technology and Digital Video Recorders (DVR). Adams County desires to add a number of cameras to the system and replace the existing camera technology as practical. There are a number of considerations to the upgrade and conversion of an analog based system to the newer IP camera technology. Rimrock Technology will evaluate the options for upgrading the system, make recommendations to Adams County and design a system to meet their current and future video surveillance requirements. This document defines our understanding of the project's requirements as they relate to our services, along with proposed compensation for those services.

SCOPE OF WORK

Overview

Rimrock will work with Adams County to define the requirements and performance expectations for a complete video surveillance system. We will determine the requirements for a new system, specify the equipment and define the infrastructure need to support the new system.

We have formulated our scope of services based upon the following information:

- Drawing provided by FCI indicating potential new camera locations
- Knowledge of the facility and available infrastructure
- Understanding of the existing security system
- Experience with the design of new security systems for Adams County
- Knowledge of existing Adams County systems and standards

It is important to note that the work effort outlined in this proposal is largely based upon the information above. It is assumed that should there be substantial deviation from this information, we will have the opportunity to modify our scope of work (and thus our fee) accordingly.

Basic Services

Rimrock will develop design requirements and specifications to meet the camera coverage requirements as defined by Adams County Security and Facility departments. Cameras will be specified to match the operating environment and visibility required create a comprehensive video coverage. As the new video surveillance system utilize the data network, an evaluation of the communications infrastructure to support the additional cameras will be conducted.

The scope of work is based on Rimrock providing the specifications and drawings to be issued either by the General Contractor or Adams County directly. It does not include the preparation and management of an RFP for the associated services.

The project will be divided into two phases:

- Phase 1 – Requirements and Specifications
- Phase 2 – Construction Documents
- Phase 3 – Construction Administration

Phase 1 – Requirements and Specifications

- Determine areas of coverage and define camera locations
 - Validate camera technology for indoor and outdoor locations.
- Identify the best solution for the video surveillance management system
- Define the options to integrate the existing camera system with the new technology
- Present options and recommendations to Adams County
 - Camera technology
 - Video management system selection
 - Infrastructure upgrade requirements

Phase 2 – Construction Documents

- Integrate security drawings into architectural backgrounds
 - Document Camera locations
 - Division 28 Specifications
 - CAD drawings illustrating camera locations, equipment schedules and cabling infrastructure requirements
- Document conduit routing for State Audio Visual systems and data connectivity
- Add locations for future camera locations for State Monitoring
- Add intercom locations for State communication system
- Review with Adams County and respond to questions
- Finalize and deliver 100% Construction Documents

Phase 3 – Construction Administration

- Support the bidding process responding to submittals and answering RFIs
- Conduct up to four site visits to ensure a compliant installation
 - Review infrastructure installation to support camera installation
 - Develop site visit reports
 - Inspect camera installation
 - Verify installation meets Adams County expectations

Assumptions

We have assumed the following:

- Two (2) meetings with the ADCO during Requirements and Specifications phase
- Four (4) site visits during construction to observe the construction in progress

Deliverables

The project will be divided into three phases; first phase is the requirements, design criteria and specification development, second phase will be full development of the Construction Documents and finally Construction Administration to ensure a technically correct installation. Our deliverables will consist of the following for each phase:

Phase 1

- Design narrative document and specifications to meet Adams County requirements
- Estimate of probable cost

Phase 2

- 95% and 100% Construction Documents
- Division 28 Specifications

Phase 3

- Bidding Support
- Up to four site visits
- Verification of a technically correct installation

Exclusions and Qualifications

The following items are excluded from our basic services. This list is not intended to be all-inclusive:

- Additional on-site meetings beyond those specifically called out above
- Design/work for areas outside the specific coverage area
- Network design to accommodate expanded data ports

PROPOSED COMPENSATION

Basic Services

We propose the following for Basic Services:

Fixed Lump Sum

We propose providing our services to you for a fixed Lump Sum fee of **\$16,800.00** broken out by phase as follows:

System Description	Professional Fee
Requirements Determination	\$3,800.00
Construction Documents	\$8,500.00
Construction Administration	\$4,500.00
Grand Total	\$16,800.00

Expenses

Project related expenses are included in the above. These expenses are limited to internal document reproduction, phone and facsimile charges, mail and express delivery charges, and mileage. Expenses beyond those listed are reimbursable at cost.

Additional Services

Compensation for Additional Services will be based upon the Hourly Rates defined herein. Should a request for additional services be made during the course of this project, we will prepare an Additional Service Request (ASR) which will outline the scope and proposed compensation, and we will be prepared to proceed upon approval.

HOURLY RATES

Our hourly rates in effect as of the date of this proposal are as follows:

Principal	\$215
Senior Consultant	\$175
Senior Project Manager	\$160
Project Manager	\$135
Senior Engineer/Designer	\$135
Engineer/Design III	\$120
Senior Construction Administrator	\$120
Construction Administrator	\$108
Engineer/Designer II	\$103
Project Coordinator	\$81
CADD Operator I	\$80
Clerical	\$75

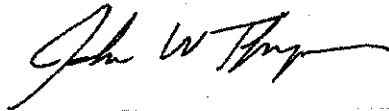
These rates may be revised from time to time to reflect increases in the cost of our operations.

ACCEPTANCE

This proposal is valid for 30 days from the date submitted and is thereafter subject to withdrawal, revision, or renegotiation. If you are in agreement with the scope of this letter, please indicate by your signature below and include a signed copy of this proposal as an attachment to your Standard Agreement. Alternatively, we can prepare an Agreement for Professional Services to which this letter will be attached.

We are excited about this opportunity to work with you, and we are looking forward to contributing to the success of this project and your team!

Sincerely,



John W. Thompson, PE, RCDD/NTS
Principal

Accepted by:

Company Name (Printed)

Name (Printed)

Signature

Title

Date