



**REQUEST FOR QUALIFICATIONS
ARCHITECTURE/ENGINEERING SERVICES FOR
CANYON COUNTY SHERIFF'S OFFICE BUILDING CONSTRUCTION PROJECT**

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Qualifications to:

Board of County Commissioners
1115 Albany Street
Caldwell, Idaho 83605
Telephone: (208) 454-7507
bocc@canyoncounty.id.gov

Two printed copies of the Statement of Qualifications for the Canyon County Sheriff's Office Building, one USB drive containing a searchable PDF file of the complete submittal, and a cover letter including the email address of the primary contact for the submitting party must be received by:

9:00 a.m. on Thursday, July 27, 2023.

Statements of Qualification received after date and time will not be considered.

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I. INTRODUCTION

Canyon County requests Statements of Qualification (“SOQ”) from persons or firms to provide Architectural and Engineering services (“A&E Services”). This includes civil engineering; landscape design; mechanical engineering; fire suppression and alarm design; and structural and electrical engineering for the construction of an office building primarily for the use of the Canyon County Sheriff’s Office (“CCSO”). The building will be a 4 level secured access professional office building and parking consisting of approximately 120,000 square feet. Two of the four levels will be secured, controlled access parking, with a second level walkway/bridge over 12th Avenue to provide access the courthouse. This project will be referred to as the “Sheriff Office and Parking Project,” or the “Project.”

The initial budget estimate for the Project is twenty-four million dollars (\$24,000,000.00) and is subject to change by the County. For funding purposes, the County must have the entire project under contract prior to December 31, 2023. The anticipated start for construction is early 2024 with completion within one calendar year.

This Request for Qualifications (“RFQ”) serves as a tool to formalize negotiations to enter into a guaranteed maximum price contract with the chosen A&E contractor, if any. Selection of an A&E contractor will be based upon the criteria and process described by Idaho Code § 67-2320 and as set forth more specifically in Section B, below.

The SOQ must contain complete and comprehensive responses to each part of **Section III. PROPOSING CONTRACTOR INFORMATION** and **Section IV. RFQ CHECKLIST** of this RFQ. Any SOQ that does not provide a response to each of the required sections may be rejected as non-responsive.

The Project is being directed by Canyon County Facilities Director Rick Britton (Rickey.Britton@canyoncounty.id.gov).

A. General Project Requirements – Scope of Work

The selected professional will develop drawings/design for a 120,000 square foot building to be the CCSO professional office and dispatch center building with two levels of secure parking for law enforcement and members of the judiciary. The building will be located on Albany Street across North 12th Avenue from the Canyon County Courthouse (see Attachment B).

The building design will be for four above ground levels with controlled access. The design must include the following elements (subject to change):

- First (ground) level will provide 30-35 parking spaces, include a tactical garage with four overhead bays, and a sally port/drop off for court transportation.
- Second level will provide 45-50 parking spaces, a fitness room, and feature a controlled access walkway over 12th street intended primarily for secured access to the Canyon County Courthouse by judicial and law enforcement personnel.

- Third and fourth levels will each be approximately 30,000 square feet. These levels will provide space for CCSO administration offices, SWAT, an emergency operations center, and a dispatch call center.
- There will be a minimum of 2 elevator access points at each level of the building.

Attachment A contains conceptual drawings of the building that are subject to change at the discretion of the County as part of the project design process.

The County intends to utilize a construction manager/general contractor for the Project. The selected A&E Professional will be expected to work and coordinate with the Construction Manager/General Contractor in all phases of the Project.

The initial budget estimate for the Project is twenty-four million dollars (\$24,000,000.00) and is subject to change by the County. For funding purposes, the County must have the entire project under contract prior to December 31, 2023. The anticipated start for construction is early 2024 with completion within one calendar year.

B. Selection

The County will review submitted qualifications to assure that a qualified proposing contractor, if any, is chosen. The County will select the person or firm which the County determines is best qualified to provide the required services, ranking the proposing contractors in order of preference, pursuant to the County's criteria contained within this RFQ. The County's criteria will include an evaluation of each proposing contractor's ability to fully respond to each of the provisions of this RFQ and meet the contract requirements as listed in **Section II. GENERAL TERMS AND CONDITIONS** parts C. through M.

The County's selection will be based upon the criteria set forth in Idaho Code § 67-2320. Submitted qualifications will be evaluated to determine responsiveness. Canyon County may consider, but is not necessarily limited to, the following factors in evaluating qualifications:

- Responsiveness to the RFQ requirements;
- The ability, capability and skill of the respondent to perform the contract to provide the services required;
- References;
- Options and flexibility;
- The character, integrity, reputation, judgment and efficiency of the respondent;
- The quality of performance of previous contracts or services with the County and based on previous customer feedback to County;
- The number and scope of the conditions attached to the qualification statement; and
- Other factors, as deemed important, in the County's sole discretion.

The following information must be submitted as part of your **SOQ**: Complete and comprehensive responses to each part of Section III. PROJECT CONTRACTOR INFORMATION and Section IV. RFQ CHECKLIST of this RFQ. Any statement submitted that does not provide a response to each of the required sections may be rejected as non-responsive.

Pursuant to I.C. § 67-2320, the County will negotiate with the highest ranked person or firm to perform the services at a price deemed by the County to be reasonable and fair to the public considering the estimated value, scope, complexity, and nature of services. In the event the County is unable to reach an agreement with the highest ranked person or firm, it will terminate such negotiation and undertake negotiations with the next highest ranked person or firm, and so on as necessary.

Accordingly, proposing contractors are directed to **not** provide fee information with their SOQ.

C. Pre-Qualification Conference

The County will hold a pre-qualification conference to discuss this RFQ with all interested CM/GCs. The pre-qualification conference will be held on **Monday, July 10, 2023 at 9:30 a.m.** at the Canyon County Administration Building in the first floor large conference room. The County will not offer any official responses to any inquiries at the conference.

D. Questions/Clarifications to RFQ

Questions regarding this RFQ and requests for any clarification regarding its terms or the Project will be considered only if they are submitted **in writing** and received by the Clerk of the Board of Commissioners no later than **5:00 p.m. on Wednesday, July 12, 2023**. All questions and clarifications to the RFQ will be addressed in a written addendum to be issued **Thursday, July 20, 2023**. No verbal answers or clarifications will be binding on the County or the proposing contractor. The addendums and RFQ will be made available in electronic and hard copy formats.

E. Procedure

SOQs must be received at the office of the Board of County Commissioners on or before **9 a.m. on Thursday, July 27, 2023**:

Board of County Commissioners
ATTN: CCSO Building A&E
Canyon County Courthouse
1115 Albany Street
Caldwell, ID 83605

Two paper copies and one (1) digital copy of the SOQ saved in a searchable PDF format on a portable drive (i.e., thumb drive) must be supplied at the time of the submittal. Late qualifications will not be considered. Each submittal shall include the legal name of the proposing contractor and a statement whether the proposing contractor is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to do so.

F. SOQ Preparation Costs

Costs for developing submittals pursuant to this RFQ are entirely the responsibility of the proposing contractor and shall not be chargeable to the County. By submitting an SOQ, the proposing contractor agrees that the contents of the submittals, suggested approaches contained therein, and any supporting analysis, will become the property of Canyon County.

G. Delivery to County

It is the proposing contractor's responsibility to ensure that qualifications are received on time. SOQ's sent via fax will not be accepted.

H. Calendar of Events

The following is a schedule of events concerning the proposal process:

1. Execution of the RFQ and Legal Notice9:30 a.m. Tuesday, June 27, 2023
2. PublicationJuly 1 and July 8, 2023
3. Pre-Qualification Conference9:30 a.m. Monday July 10, 2023
3. Questions/Clarifications to RFQ Due 5:00 p.m. Wednesday July 12, 2023
4. Addendum #1 1:30 p.m. Thursday July 20, 2023
5. SOQ Due Date 9:00 a.m., Thursday, July 27, 2023
6. Selection Process Begins 9:30 a.m. Thursday, July 27, 2023
7. Notice of Ranking (top 3) released 9:30 a.m. Thursday, August 17, 2023
8. Supplemental interviews (if necessary)TBD
9. Notice of Intent to Negotiate Issued by BoardTBD
10. Contract SigningTBD

I. Acceptance and Rejection

The County is entitled:

- To waive any minor defects in an SOQ if this is to the advantage of the County;
- To rank the SOQ and proposing contractors in its sole discretion according to the best interests of the County as determined by the Board of County Commissioners in accordance with the published selection criteria; and
- To terminate the RFQ process for the County's convenience.

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the RFQ or excuse the proposing contractor from full compliance with its specifications if the contractor is awarded the contract. The County reserves the right to enter separate contracts on any aspect of the work.

SOQs that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the proposing contractor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the SOQ, the SOQ shall be rejected.

J. Disclosure of Proposing Contractor Confidential Information

Interviews may be conducted with proposing contractors the County determines to have a reasonable likelihood of final selection. Upon the County's Notice of Ranking, each SOQ, except for proposing contractor-deemed confidential financial information, if any, shall be available, if requested, for public inspection. The proposing contractor must separately seal any financial information the proposing contractor deems confidential, and must agree to indemnify and hold harmless Canyon County for barring this confidential financial material from public inspection.

K. Signature of Agent

Each SOQ and any clarification to that SOQ shall be signed by an officer of the proposing contractor or a designated agent empowered to bind the firm in a contract.

II. GENERAL TERMS AND CONDITIONS:

A. Introduction

Proposing contractor's response to each of the requirements in Section **III. PROPOSING CONTRACTOR INFORMATION** is mandatory. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the SOQ to be rejected.

B. Type of Contract

The evaluation of qualifications submitted in response to this RFQ may result in the issuance of a contract. General Terms and Conditions in the contract may include, but be not limited to, Sections **C. through M.** of this part, below. At the sole discretion of the County, the contract may be the result of use of AIA or ConsensusDocs forms, or drafted between the parties, and will reflect the cooperative effort required between the design team, the construction manager, and the County. The County anticipates compensation for design services will be a fixed price.

No work is authorized through this RFQ by the County to any proposing contractor until a final contract is approved by both the County and the selected proposing contractor, if any. Submission of an SOQ is an acknowledgment by the proposing contractor that they will comply with the above-referenced sections of this part.

C. Termination

1. The selected proposing contractor may terminate the Agreement upon giving sixty (60) days written notice to the County in the event that the County substantially fails to perform its material obligations set forth in the Agreement.

2. The Agreement may be terminated by the County for any or no reason upon seven (7) days written notice to the selected proposing contractor. In the event of such a termination without cause, the County shall pay the selected proposing contractor for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the proposing contractor shall promptly submit to the County its invoice for final payment.

D. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be construed in accordance with, and governed by, the laws of the state of Idaho. Any action concerning this contract shall be brought in the Third Judicial District Court, Canyon County, state of Idaho. The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this agreement may be filed as a written consent to a trial by the court.

E. Insurance:

The selected proposing contractor shall maintain the following Insurance at all times this Agreement is in effect and for the stated periods after final completion of the Project:

1. Workers' compensation and employer's liability insurance as required by the state where the work is performed and for at least one (1) year after final completion of the Project. Further, the selected proposing contractor shall provide proof of workers' compensation insurance in the form of a certificate of insurance to the County.
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and damages to property of others arising from use of motor vehicles, including on-site and off-site operations and owned, non-owned, or hired vehicles with \$1,000,000 combined single limits. The selected proposing contractor shall maintain this insurance for at least two (2) years after final completion of the Project.
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property or others arising out of any covered negligent act of omission of proposing contractor or of any of its employees, agents, or subcontractors with \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The aggregates shall apply separately on a "per project basis." The selected proposing contractor shall maintain this insurance for at least two (2) years after final completion of the Project.
4. Professional liability insurance of \$1,000,000 per occurrence and in the aggregate, naming Canyon County as a certificate holder, during the pendency of the Project and for a period of six (6) years after final completion of the Project. The selected proposing contractor shall purchase and keep in force during the pendency of this Project an Errors and Omissions Policy in the face amount of Two Million Dollars (\$2,000,000.00) with not more than a Twenty-Five Thousand Dollar (\$25,000.00) deductible. A certificate of insurance acceptable to County shall be provided to County prior to commencement of work on the Project. The insurance policy shall contain a clause that the policy may not be canceled or allowed to expire until at least thirty (30) days prior written notice has been provided to County.
5. County will be named as an additional insured with respect to proposing contractor's liabilities hereunder in insurance coverages identified in items 2 and 3 and proposing contractor's insurance company must agree to waive subrogation against County as to said policies.

The coverages provided herein shall contain a policy clause or an endorsement providing thirty (30) days' notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County. County shall be provided a copy of the policies described herein upon written request.

F. Equal Employment Opportunity

The selected proposing contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.

G. Proposing Contractor Personnel

The County may request replacement or deny access of any proposing contractor or subcontractor personnel believed unable to carry out the responsibilities of the contract, or unsuitable for working within the environment of County-owned property.

H. Proposing Contractor Cooperation

The selected proposing contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the contract, or the work performed under the contract.

I. Warranty

The services shall conform in all respects with the specifications in this RFQ.

J. Indemnity

The selected proposing contractor shall indemnify and hold harmless the County from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the proposing contractor. In the event the County is alleged to be liable on account of alleged acts or omissions of the selected proposing contractor, the selected proposing contractor shall defend such allegations and the selected proposing contractor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

K. Assignment

This Agreement shall not be transferred by the proposing contractor to any other party.

L. Ownership of Documents

Any work product generated by the selected proposing contractor during the course of this Agreement, whether completed or terminated as contemplated herein, shall belong to the County. In the event that this Agreement is terminated prior to the selected proposing contractor's completion of the work product, the County agrees that the work product may not be suitable for use unless completed by the selected proposing contractor for the specific purpose intended, and the County shall assume the liability and risk associated with the use of incomplete work product.

M. Federal Regulations

Canyon County intends to use federal ARPA or SLFRF funds to pay for some or all of this Project. Therefore, the contract may include terms required by 2 C.F.R. §§ 200.318-200.327 and 2 C.F.R. Part 200, App. II. These terms may include those related to equal employment, overtime pay, Davis-Bacon Act requirements, compliance with the Clean Air Act and Federal Water Pollution Control Act, and a Byrd Anti-Lobbying Amendment, among other terms.

III. PROPOSING CONTRACTOR INFORMATION

We are seeking the proposing contractor most qualified, in the sole discretion of the Board of County Commissioners, to timely provide the services requested by this RFQ. The various sections of this RFQ are intended to provide each proposing contractor with the opportunity to document/demonstrate its qualifications.

Submittals must adhere to the structure outlined in this section of the RFQ. Responses that do not adhere to the structure may be disqualified from review. Proposing contractor must respond to each item of **Section IV. RFQ CHECKLIST**.

A. Cover Letter

1. Use your firm's letterhead. Address the cover letter to:

Board of County Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

2. Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.
3. Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State that you have read the RFQ and are prepared to comply with contractual requirements.
4. Include a brief statement of the firm's understanding of the work to be accomplished.
5. Provide any additional explanatory information you believe will be necessary or helpful.
6. Acknowledge the firm's willingness to enter a contract subject to the conditions outlined in Section II, above.
7. Signature of Company Principal authorized to sign contracts.

B. Table of Contents

The submittal must contain a table of contents which included entries with the title for sections C-I below.

C. Overview of Firm

1. Briefly summarize the history of your firm.
2. Describe the management structure of your firm. If it is responsible to a board of directors, include their names.

3. Disclose any claims or unresolved claims currently ongoing or pending, and/or any potential or anticipated litigation.

D. Design/Engineering Services Experience

Describe the expertise your firm has to conduct this type of Project. Please include a short discussion of technical qualifications, awards, publications, studies, typical projects, etc., that demonstrate a thorough knowledge and professional competence. Include experience working on a project team that includes a construction manager.

E. List of Similar Projects

Describe local, regional or national projects of a similar size and scope in which the proposing contractor has been involved.

Include the experience of firm or firms and past performance, name and telephone number of owner contacts on similar projects, and any written references from owners that are available for those projects. Identify projects completed or ongoing that are similar in scope and size to the project under consideration; adherence to previous project guidelines or requirements; ability to stay within negotiated fees and schedules; quality of service; and personalized attention to the project.

F. Customer Reference List

The proposing contractor will provide a list of customers who have used your services. Customers on each proposing contractor list (and any other the County may select) may be contacted. The customers will be interviewed in multiple areas including but not limited to the ability, capability, and skill of the proposing contractor to perform the contract or provide the services required, the character, integrity, reputation, judgment, and efficiency of the proposing contractor. The majority of the customers must respond positively in order for the proposing contractor to be successful in this portion of the evaluation.

Please provide references including names, addresses and phone numbers of firms that have dealt with designated team individuals on at least three (3) other similar projects.

G. Proposed Contractor's Staff

The qualifications should be clear and to the point. Emphasis should be placed on the specific qualifications of the people who will actually perform the project and the firm's ability to manage multiple projects simultaneously. All proposing contractor's personnel with professional licensure must be licensed to practice in the State of Idaho or work under the direct supervision of a professional licensed in the State of Idaho.

Please provide resumes of the specific team members expected to accomplish the work described in this RFQ. Delineate respective responsibilities, estimated associated hours, and discuss their qualifications relative to this request. Provide specific examples of team experience relative to a minimum of three (3) similar projects, briefly illustrating the team's ability to complete such projects. Notation of special training or particular experiences in similar operations will be helpful.

H. Proposed Sub-Contractors

The proposing contractor will directly contract with all sub-contractors, if any, who will work under the sole direction of the proposing contractor, and proposing contractor will be responsible for all actions of such sub-contractors. All sub-contractors shall be licensed to conduct business in the state of Idaho. Proposing contractor shall provide to County, subject to the County's approval, all documentation regarding sub-contractors for permits, proof of insurance including both liability and statutory workman compensation coverage, any special licenses required, or any other requirement before subcontractor conducts any work on the project.

Proposing contractor shall provide a list of all projected sub-contractors that may be used in this Project. The proposing contractor shall provide the name of the firm, name of the principal of the firm, company representative for this project, contact telephone number, FAX, email, mailing address, and statement that the firm is licensed to conduct business in the State of Idaho. In addition, provide a brief statement describing the role that the sub-contractor will perform in this Project and their credentials to conduct this work.

I. Statement of Approach

In responding to this RFQ, the firm shall present a Statement of Approach to the Project, including the generation of a Master Schedule to address the major components of the project. The Master Schedule should identify and explain potential phases of the project to meet the County's timeframe.

IV. RFQ CHECKLIST AND REVIEW CRITERIA

The RFQs will be ranked based on the points awarded on the discretion of review committee. The range of available points is noted in parentheses assigned to each listed item. If "does not meet this requirement" is acknowledged, the proposing contractor may provide an explanation as to why such requirement is not applicable. Inclusion of an explanation does not obligate the County to credit proposing contractor for responding to the item.

Points will be awarded in whole number increments as follows:

- For categories with two options for points: a point will be awarded for technical compliance, i.e. for a response that contains complete information.
- For categories with three options for points:
 - The low point total will be awarded to a response which has technical compliance only. Zero points will be awarded for responses failing to provide technical compliance unless the grader determines the explanation merits an award of points.
 - The midpoint mark will be awarded to responses that exceed more than technical compliance and which the County determines the respondent's competence and qualifications are capable of meeting the County's needs in a satisfactory manner.

- The high point total will be awarded to responses that exceed more than technical compliance and which the County determines the respondent's competence and qualifications are capable of meeting the County's needs in a superior manner. Scores deemed superior will require brief written explanation from the grader as to justification.

A. Responsiveness to RFQ technical requirements

1. 2 bound paper copies and 1 digital copy of SOQ provided (0 or 1 point)
2. Cover letter (0 or 1 point)
3. Prepared to comply with contractual requirements of Section II. (0 or 1 point)
4. Table of Contents (0 or 1 point)
5. Overview of Firm (0 or 1 point)

B. Demonstrated competence and qualifications

1. Architecture/Engineering Services Experience (10, 20, or 30 points)
2. List of Similar Projects (1, 2, or 3 points)
3. Customer Reference List (1, 2, or 3 points)
4. Proposed Contractor Staff (1, 2, or 3 points)
5. Proposed Sub-Contractors, if any (1, 2, or 3 points)
6. Statement of Approach (1, 2, or 3 points)

VI. ATTACHMENT LIST


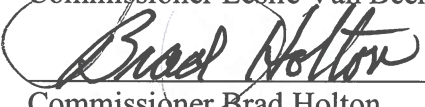
- A. Preliminary Floor Plan**
- B. Preliminary Site Plan**

Thank you for your interest in this important project.

APPROVED this 21st day of June, 2023.

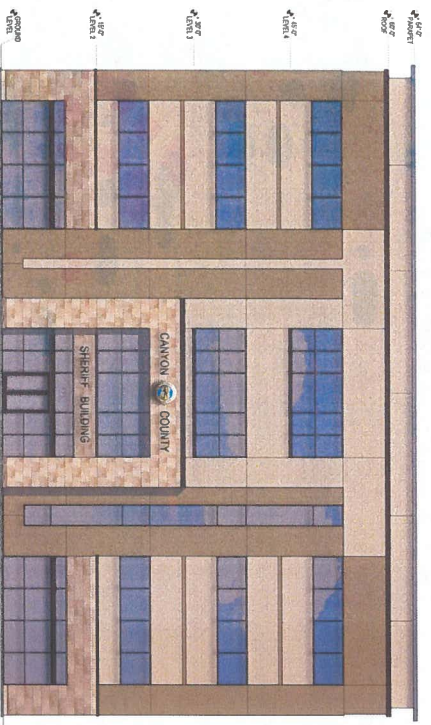
**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Brad Holton	<u>X</u>	_____	_____
<u>did not participate</u> _____ Commissioner Zach Brooks	_____	_____	<u>X</u>

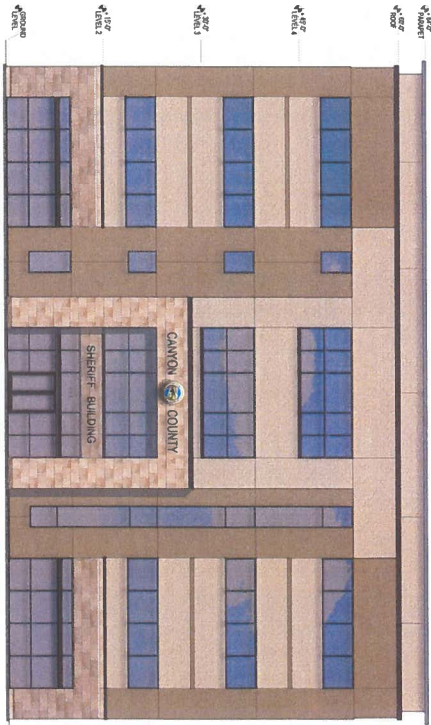
ATTEST: CHRIS YAMAMOTO, CLERK

By: UK088
Deputy Clerk

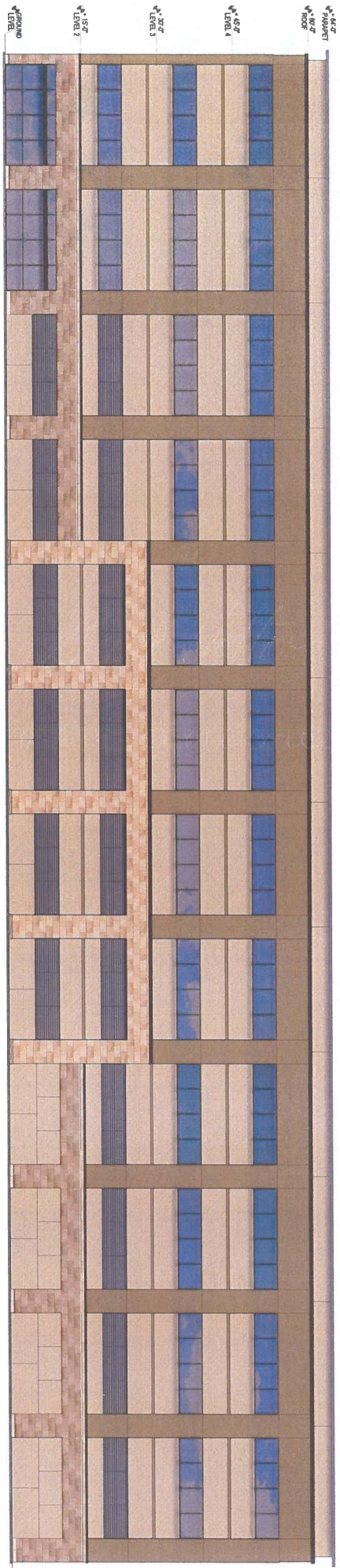


WEST ELEVATION - S. 12TH AVE.

MATERIALS LEGEND	
	STUCCO SYSTEM - COLOR #1
	STUCCO SYSTEM - COLOR #2
	STONE VENEER - #1
	STONE VENEER - #2
	SECURITY LOUVER

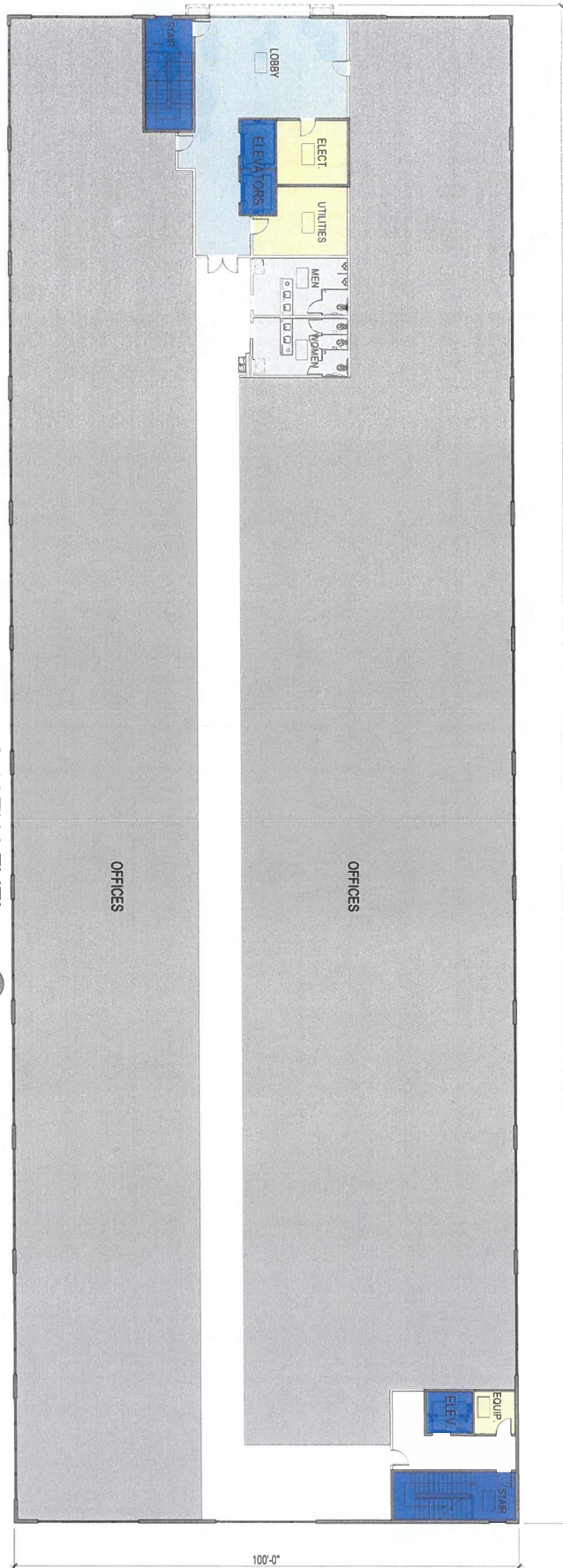


WEST ELEVATION (OPTION) - S. 12TH AVE.



SOUTH ELEVATION - ALBANY STREET

300'-0"

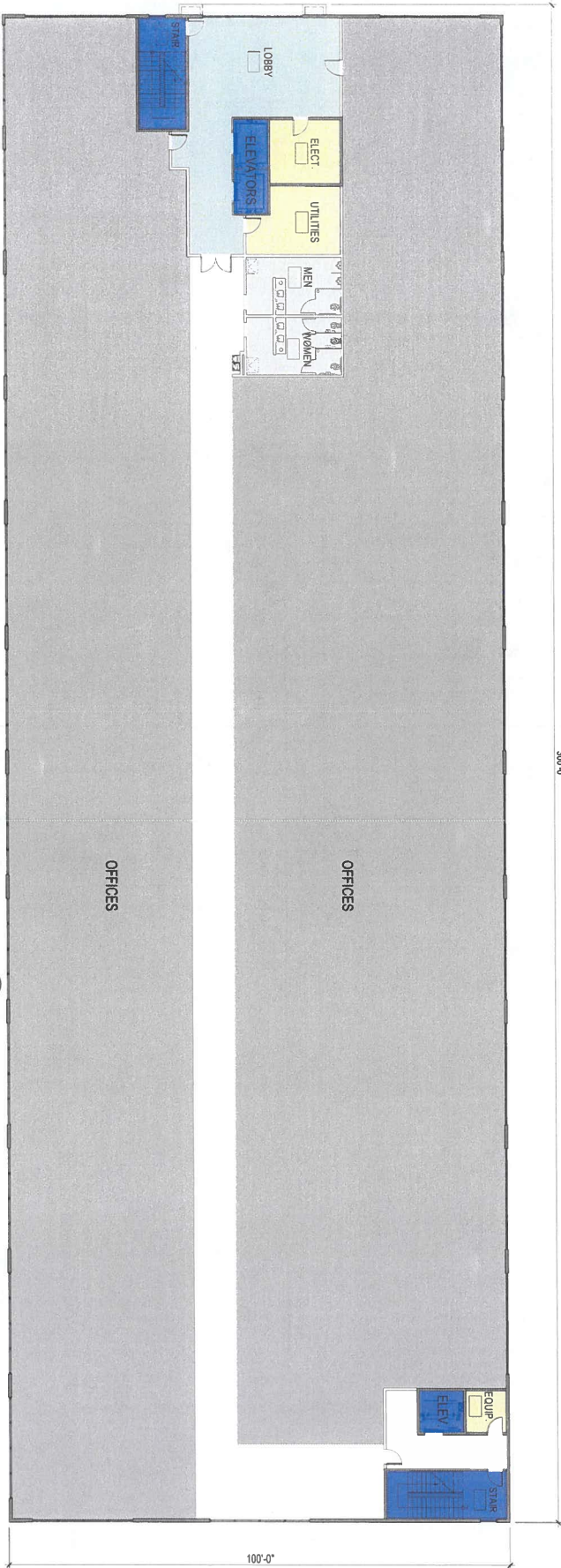


COLOR LEGEND

	ENTRY / LOBBY		PARKING		ADMINISTRATION		SHERIFF DEPT.
	UTILITIES		RESTROOM		VERT. CIRCULATION		FUTURE OFFICES

300'-0"

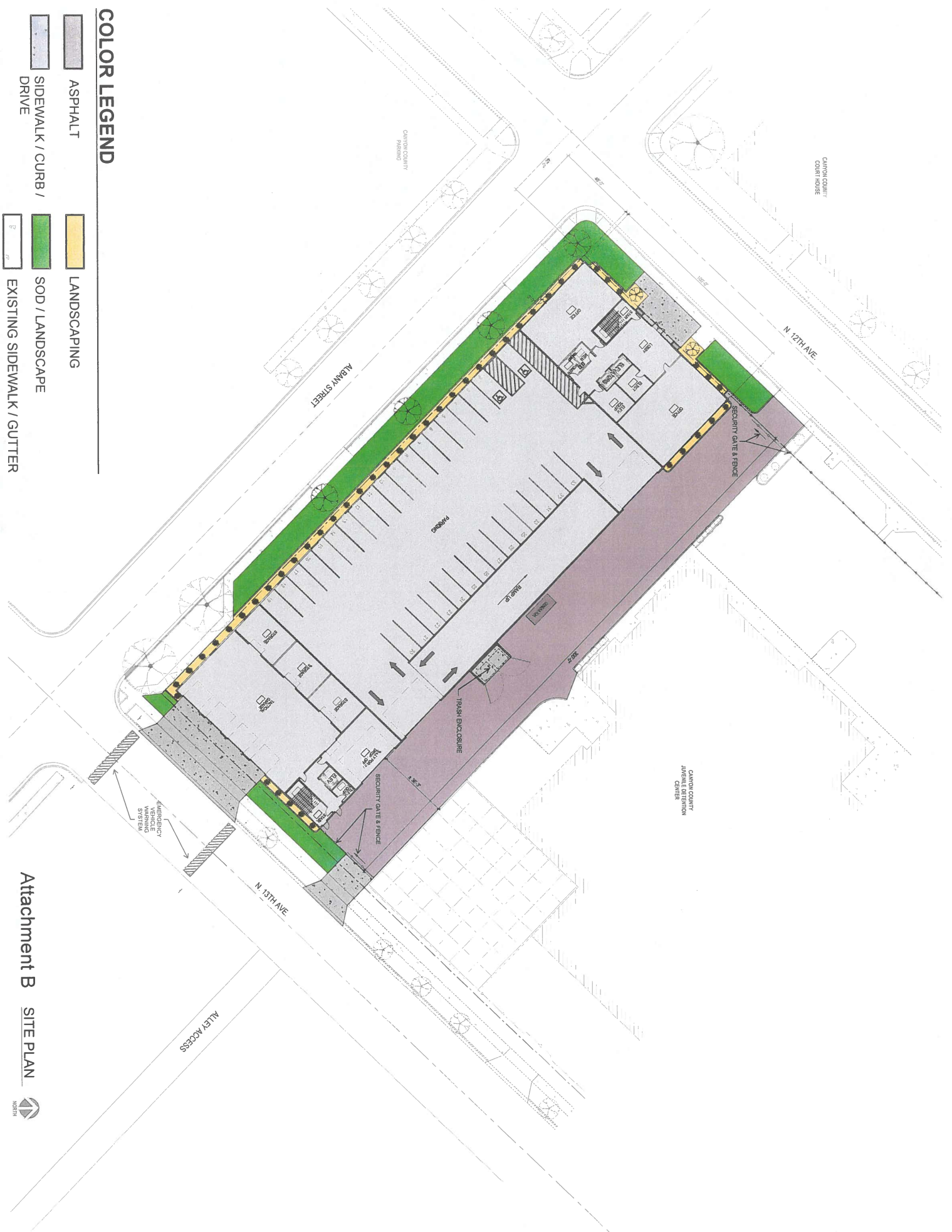
FOURTH LEVEL



100'-0"

THIRD LEVEL





COLOR LEGEND

- ASPHALT
- LANDSCAPING
- SIDEWALK / CURB / DRIVE
- SOD / LANDSCAPE
- EXISTING SIDEWALK / GUTTER