

Purchase Order Number 14339

**ADAMS COUNTY
PURCHASE ORDER**

Page 1 of 1
 Order Date: 02/15/17
 Requested Date: 02/15/17
 Cost Center: 6107

This Number Must Appear on all
 Invoices, Packing Lists, and Packages

Vendor Address	Vendor and Shipping Information	Ship To Information
DREXEL BARRELL & CO 1800 38TH STREET BOULDER CO 80301-2620	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 128693		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req No
1	1	Design for Trail Replacement		EA	0.0000	40,013.00	6107.9095 W 61071604	00009657
		Per all terms conditions and special instructions in RFP 2016.260						

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 40,013.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03669

Invoice to: Adams County A/P 4430 S. Adams County Pkwy Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway Suite C4000A Brighton, CO 80601-8212 720-523-6050	 1/2154 TIERNEY, JENNIFER D ADAMS COUNTY AUTHORIZED SIGNATURE
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**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 31st day of January 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Drexel, Barrell & Co., located at 1800 38th Street, Boulder, Colorado, 80301, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2016.260 and the Contractor's response to the RFP 2016.260 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be through June 30, 2018.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Forty thousand thirteen dollars (\$40,013.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be

solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials

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

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and

documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Open Space
Contact: Marc Pedrucci
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80602
Phone: 303.637.8014
E-mail: mpedrucci@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6049
E-mail: jtierney@adcogov.org

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

Contractor: Drexel, Barrell & Co.
Contact: Michael Middleton
Address: 1800 38th Street
City, State, Zip: Boulder, Colorado 80301

Phone: 303.442.4338

E-mail: mmiddleton@drexelbarrell.com

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

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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

- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

Todd Leopold

Todd Leopold _____
County Manager Date 1/3/17

Drexel, Barrell & Co.

William K. Wright _____
Signature Date 1/26/2017

WILLIAM K. WRIGHT _____
Printed Name Title PRINCIPAL

Attest:

Stan Martin, Clerk and Recorder E. Hannor
Deputy Clerk

Approved as to Form: D. Coetz
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

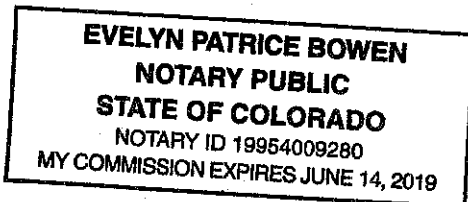
COUNTY OF BOULDER)

STATE OF COLORADO)SS.

Signed and sworn to before me this 26 day of JANUARY, 2017,

by WILLIAM K. WRIGHT,

Evelyn Patrice Bowen
Notary Public



My commission expires on: 6/14/19

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Drexel, Barrell + Co.
Company Name

1/26/2017
Date

William K. Wright
Signature

WILLIAM K. WRIGHT
Name (Print or Type)

PRINCIPAL
Title

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

EXHIBIT A

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is seeking proposals from qualified engineering firms interested in providing engineering services to develop 100% construction documents including plans and specifications, an estimate of probable construction costs, bid documents, secure necessary permits, and provide construction management services related to replacement and improvements to a 1400' segment of the Clear Creek Trail.
2. Written questions may be submitted through December 12, 2016. All questions are to be submitted to Jennifer Tierney, Contract Administrator by email at jtierney@adcogov.org. Please include the project number and title in the subject line of the e-mail.
3. An Addendum to answer all questions will be issued no later than December 15, 2016.
4. Proposals
 - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 2:00 p.m. on December 21, 2016.
 - 4.2. The proposal opening time shall be according to our clock.
 - 4.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 4.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 4.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 4.6. The proposal must be submitted on a CD in a single PDF file not to exceed 20 pages. Brochures or other supportive documents may be included with the proposal narrative.
 - 4.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP.**

- 4.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 4.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Clear Creek Trail Replacement Lower Clear Creek Ditch and 2016.260.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 4.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 4.16.5. Proposals which are not made to form.

- 4.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 4.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 4.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 4.21. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
5. Adams County is an equal opportunity employer.
6. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
7. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

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

8.1.1. Each Occurrence \$1,000,000

8.1.2. General Aggregate \$2,000,000

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

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

8.2.2. Personal Injury Protection Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

8.4.1. Each Occurrence \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

- 8.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
 - 8.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
 - 8.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 8.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
 - 8.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 8.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
 - 8.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
9. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 10.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the

employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 10.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 10.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 10.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 10.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information

The remainder of this page is left blank intentionally.

Scope of Work

Introduction and Background

Adams County is seeking proposals from qualified engineering firms interested in providing engineering services to develop 100% construction documents including plans and specifications, an estimate of probable construction costs, bid documents, secure necessary permits, and provide construction management services related to replacement and improvements to a 1400' segment of the Clear Creek Trail. This segment of the trail is directly adjacent to the Lower Clear Creek/Colorado Agricultural Ditch and is eroded and undercut in some locations by the irrigation ditch, contains several cracked and heaved concrete panels, and has very narrow shoulders/recovery zones. This project should address all of these issues.

Location

The trail segment that needs replacement is in un-incorporated Adams County along Clear Creek, between Pecos St. and Broadway Blvd. More specifically, it is the trail segment between the Lower Clear Creek-Colorado Agricultural Ditch diversion structure, and the Kalcevic Gulch. A project location map is attached at the end of this document.

Project Goals

This project will repair and upgrade a severely damaged section of the Clear Creek Trail along the Lower Clear Creek-Colorado Agricultural Ditch. This 1400' segment of trail has numerous cracked and heaved concrete panels and is severely eroded and undercut in some areas. Some of the maintenance issues along this segment are caused by the flows of the irrigation ditch along the north side of the trail. A part of the project will be to stabilize the ditch bank along the trail to prevent future erosion and undercutting of the trail.

In addition to concrete trail replacement and ditch bank stabilization, this project will provide new, 2'-wide crusher-fines shoulders along both sides of the trail. The project's scope of work also includes erosion control (stormwater BMPs), dewatering, tree removal, seeding & reclamation, mobilization/demobilization, and trail detour signage and implementation. A project site plan is attached at the end of this document.

Scope of Services

The Scope of Services includes:

1. Design/engineering: The Consultant shall provide design/engineering services necessary to produce and deliver bid and construction documents for the Clear Creek Trail Replacement project within the approved budget and required time schedule. (Total project budget for design and construction is \$450,000). Design drawings shall be submitted for County review at the 50% design level and 90% design level.
2. Survey: The Consultant will provide project design survey (horizontal, vertical and underground utilities and any other survey work needed to prepare construction documents).

3. Geotechnical Investigations and Report: The Consultant will provide a geotechnical report as needed to inform the design of the trail repairs. The geotechnical investigations and report should include a minimum of three (3) soil borings at approximately the beginning, middle, and end of the trail replacement segment.
4. Utilities: The Consultant shall be required to accurately depict existing utility locations, depths and points.
5. The Consultant will develop quantity estimates and independent professional construction cost estimates for the total project.
6. Permitting and Approvals: The Consultant shall secure all necessary permits and approvals from Adams County, LCC and COAG Ditch Companies, and any other agencies that may require approval of the project.
7. Complete Set of Bid Documents: The Consultant shall provide Construction Documents suitable for the County to advertise for construction bids that include technical specifications, grading plan(s), drainage plan, storm-water plan, and all other details/plans required for permitting submittals and bid estimation by construction contractor(s). All drawings and specifications shall be stamped by a Colorado licensed engineer.
8. Bidding Assistance: The Consultant will attend a mandatory pre-bid meeting by construction bidders, assist Adams County in the selection of a construction contractor by reviewing construction bid submittals, respond to construction bidder's questions and clarify bid documents as necessary by the timely issuance of clear addenda to the purchasing agent.
9. Construction Management: The Consultant will observe and verify that the construction is generally proceeding per the contract documents, review and recommend approval of samples, drawings, request for information submittals, and substitutions within ten (10) working days of receipt, participate in the final inspection and preparation of a punch list of corrections to the construction, prepare plan revisions and review construction change orders, and at the conclusion of construction, prepare as-built drawings from the contractor's marked up construction plans, hardcopy and electronic copy, of all of the final construction accurately depicting the location and disposition of all improvements with a release allowing the County use of the same. All design work shall be performed on a CAD format, or a format acceptable to the County.
10. Schedule: The Consultant will provide a progress schedule and conduct data gathering meetings, as necessary.
11. The Consultant shall provide and pay for all printing and reproduction of all drawings and specifications until construction drawings are ready for bidding, and provide electronic plans and specifications for reproduction. Adams County will provide all reproduction of contract documents for bidding and construction.

The work tasks by discipline described in this Request for Proposals are only a guide to the anticipated minimum Scope of Work. The Design Team shall set forth the work tasks and decide upon the appropriate disciplines that will best satisfy the County's project goals. In addition to the above items, the proposal shall include all elements of design and general construction support services which can reasonably be anticipated as needed to complete this project.

Submittal Requirements

Proposers are required to provide **five (5) copies** of their proposal in written format and **one (1) copy in electronic format**, compatible with Microsoft Office Word or Adobe PDF. Proposals must include the following:

Project Approach/Understanding of Project: Provide a concise analysis of your firm's approach to the requested services. Describe your understanding of the project and your perspective on the key considerations to complete this task.

General Design Team Information: Provide a concise description of your firm not exceeding two typewritten pages including the professional services typically provided. Include resume information concerning the key individuals to be assigned to this project. Names, titles, experience, job descriptions, professional training, functional role, professional licenses and/or associations of individuals shall be included. Identify the project manager who will lead the team.

Design Schedule: The intent of the design schedule is to meet a construction start date of November 2017. To accommodate this schedule, the construction documents must be in a ready to bid form not later than June 30, 2017. Provide a bar chart of tasks by weeks, including milestones, County reviews and meetings with your submittal.

Past Project Experience: Provide brief project descriptions and histories that delineate your ability for at least three design projects completed in the past five years with a similar size and scope to this project. Provide as a minimum:

- Project description
- Project budget
- Bid amount
- Total dollar amount of change orders (exclusive of change of scope change orders)
- Special or unique conditions, systems, characteristics, etc.
- Key staff involved in project
- Additional Information: Provide any additional information that will aid in evaluation of the Consultant's qualifications with respect to this project.

Proposed Fee: **Two copies of the pricing proposed for this project shall be sealed in a separate envelope from the proposal and clearly marked "Fees".**

Rating and Evaluation

An evaluation team will be assembled to review all proposals and recommend a consultant for this project. The team will evaluate each proposal and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance. The evaluation team may invite

consultant teams for interviews prior to making a final selection for this project. Proposals will be evaluated on the following criteria:

1. Project Approach/Understanding of Project
2. Design Team
3. Design Schedule
4. Past Project Experience
5. Proposed Fee

Submittal Checklist

- Response to RFP
- W-9
- Contractor's Certification of Compliance
- Proposal Form/Contractor's Statement
- References
- 5 paper copy(ies)
- One CD of submitted proposal in a single PDF document
- Fee Proposal sealed in a separate envelope from the proposal and clearly marked "Fees".**

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

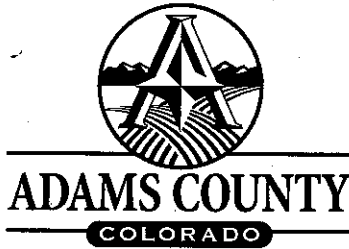
Date

Name (Print or Type)

Signature

Title

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



**PROPOSAL FORM
TITLE123**

CONTRACTOR'S STATEMENT

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

_____ \$ _____
Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
Email Address	_____

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Winner123, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

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

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

9. TERMINATION:

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

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same

ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately

upon receipt of confirmation that an email was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

Email:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

Email:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Email:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

Email:

10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

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

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

Board of County Commissioners

Chairperson Date

Winner123

Signature Date

Printed Name Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form: _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2016,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Signature

Name (Print or Type)

Title

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



Adams County
Clear Creek Trail Replacement
Lower Clear Creek Ditch
2016.260

Barrell, Inc. 1801 8th Street
P.O. Box 21438 • Fax: 505-325-1100
www.dredbarrell.com



1800 38th St. • Boulder, CO 80301 • 303-442-4338 • 303-442-4373 fax
3 South 7th St. • Colorado Springs, CO 80905 • 719-260-0887 • 719-260-8352 fax
710 11th Avenue Suite L-45, Greeley, CO 80631 • 970-351-0645

December 20, 2016

Adams County Government Center

4430 South Adams County Parkway, Fourth Floor, Suite C4000A
Brighton Colorado 80601

**Subject: Professional Engineering Consultant for Clear Creek Trail
Replacement, Lower Clear Creek Ditch, 2016.260**

Ms. Tierney, Mr. Pedrucci, and members of the selection committee:

Please accept our proposal for the Clear Creek Trail Replacement project. We have carefully reviewed the RFP documents and walked the subject trail alignment multiple times. Because of our extensive record of bicycle trail and street improvement projects; we feel we are very well qualified to undertake this important assignment.

If selected, Drexel Barrell will assign **Paul D. Moreau, P.E.** as **Project Manager**. Paul previously completed the **South Platte River Trail from 108th Avenue to 120th Ave** Project for the County and is currently working on a trail connection/box culvert underpass as part of the **York Street Roadway Improvement** project for the County, and is looking for his next challenge. Just recently, Paul also completed a study of 3.25 miles of **Old Stage Road** on behalf of Boulder County to evaluate and recommend bicycle/vehicular safety and slope stability improvements along this popular two-lane, multi-use roadway.

Drainage and Utilities Engineer Kris Gardner, P.E. will assist Paul by providing hydraulic engineering support and utility coordination. **Senior Associate and Surveyor Mathew E. Selders, PLS** will supervise all control, right-of-way, and design survey. **Senior Associate and Engineer Tim D. McConnell, P.E.** will provide an independent Review. We will team with the Denver office of **Ground Engineering** (with whom we frequently collaborate) for all geotechnical engineering services needed.

Based upon all of this and current staff availability, we are confident that Drexel Barrell is ideally suited to provide all of the professional services within the time frame required. Thank you for considering Drexel Barrell and we look forward to working you and the Adams County Parks & Open Space staff once again.

Sincerely,
Drexel, Barrell & Co.

Michael D. Middleton, P.E.
Principal

Enc: Drexel, Barrell & Co. Statement of Qualifications

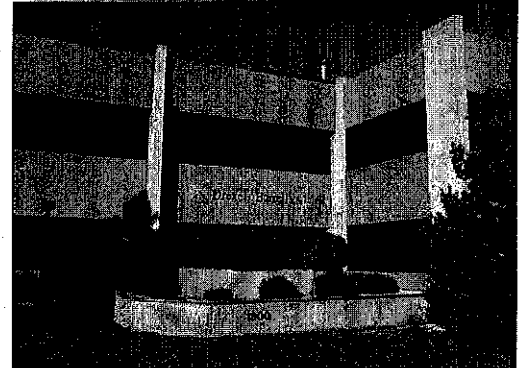


FIRM PROFILE

For nearly seven decades, Drexel, Barrell & Co. has been a leader in the Colorado engineering and surveying community. Over that time we have had an unwavering commitment to premier quality while delivering projects on time and within budget.

Since 1949, our public and private sector clients have found us to be a trusted resource to provide civil engineering, land surveying, transportation engineering, water resources engineering, construction administration, and more. We handle complex projects by combining time-tested engineering and surveying practices with innovative approaches. We evaluate the unique needs of each project and provide solutions to create a foundation for the project's success.

Drexel Barrell has a staff of the field's top technical personnel in our Colorado offices. Key staff qualifications include advanced technical degrees, along with Professional Engineer (PE), Professional Land Surveyor (PLS), Certified Floodplain Manager (CFM), and Leadership in Energy and Environmental Design Accredited Professional (LEED AP). We strive to apply the latest in sustainable design and construction practices on all of our projects. Our core services include all facets of civil engineering, land surveying, transportation and traffic engineering, water supply, wastewater engineering, urban drainage, flood control, and construction engineering.



Address

Boulder, Colorado
1800 38th St
Boulder, CO 80501
P: 303 442 4300
F: 303 442 2373

Year Established

1949

Number of Employees

40

Offices

Boulder
Colorado Springs
Greeley

Adams County Parks and Recreation Clear Creek Trail Replacement

For Drexel, Barrell & Co. Proposal of Wednesday December 21, 2016 at 2 pm



ADAMS COUNTY
COLLETSVILLE

Marc Pedrucci
Natural Resources Manager
717-261-2331



Michael D. Middleton, P.E. (>40 yrs exp)
Principal-In-Charge
Technical Resource, Client Satisfaction



Paul D. Moreau, P.E. (28 yrs exp)
Associate / Sr. Transportation Eng
Project Manager



Tim D. McConnell, P.E.
Sr. Associate / Sr. Civil Eng (23 yrs exp)
Independent Peer Review



GROUND
ENGINEERING

Geotechnical Recommendations
Soil Investigation & Laboratory Testing



Matthew E. Seiders, PLS (32 yrs exp)
Sr. Associate, Sr. Surveyor
Design Surveys, Legals, & Mapping



Kris Gardner, P.E. (8 yrs exp)
Drainage + Utilities Engineer
Ditch Coord., Hydraulics, Approvals



Chelsey Miller, EIT, MS, CM
Design / Construction Engineer
Plans, Specifications, Construction

SECTION 1 PERSONNEL

Principal-In-Charge | Michael D. Middleton, P.E.

Mike was formerly the City Engineer for the City of Broomfield and the Operations Engineer for Boulder County Public Works Department in charge of the County's road and bridge program. As Principal, Mike will ensure that the project is prosecuted in a professional and technically proficient manner, with proper attention given to each critical issue, and that the resources needed at each stage are available and sufficient to deliver outstanding value to our client.

- *South Platte River Trail & Pedestrian Bridges - Adams County*
- *Spring Gulch Trail, SH 119 Underpass and Drainage Improvements - City of Longmont*
- *East 72nd Avenue Corridor Safe Routes To School - Commerce City*
- *Wonderland Creek Trail and Floodplain Engineering - Boulder*
- *St. Vrain Legacy Trail - Dacono*
- *UCAR Multi-Use Trail - Boulder*
- *Fountain Creek Trail & Low Water Crossing - El Paso County*

Associate / Sr. Transportation Engineer - Project Manager | Paul D. Moreau, P.E.

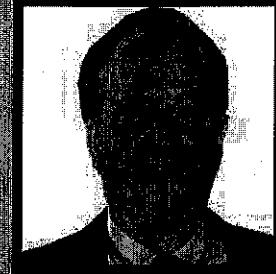
Mr. Moreau has 28 years of experience in transportation and traffic engineering. He has demonstrated ongoing success in engaging and managing highly-skilled technical teams to efficiently design and construct complex transportation and traffic design projects. Paul is experienced with all aspects of traffic and transportation engineering including traffic impact studies, traffic signal design, roadway widening, intersection design, trail design, and pedestrian improvements design. Paul has been working with CDOT standards and specifications for 23 years.

- *South Platte River Trail & Pedestrian Bridges - Adams County*
- *York Street Improvements - Adams County*
- *Spring Gulch Trail Pedestrian Safety Improvements - City of Longmont*
- *East 72nd Avenue Corridor Safe Routes To School - Commerce City*
- *Hayden Safe Routes to School*
- *Craig Safe Routes to School*
- *Fontaine Boulevard Multi-Modal Improvements - El Paso County*
- *Sand Creek Parkway Trail - Aurora*

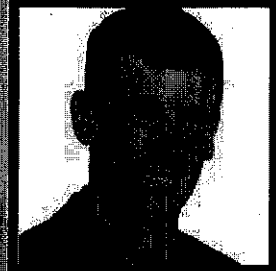
Drainage / Utilities Engineer | Kris Gardner, P.E.

Kris has 8 years of civil engineering experience and has excellent knowledge of infrastructure design, permitting and construction for both the public and private sectors. Kris has prepared grading, drainage and utility plans for construction, drainage and utility reports, as well as hydraulic/hydrologic studies.

- *South Platte River Trail & Pedestrian Bridges - Adams County*
- *Walden Ponds Breach Rehabilitation (Flood Recovery) - Boulder County Parks & Open Space*
- *Home Access Structure Design (Flood Recovery, FEMA/CDBG-DR) - Boulder County Transportation*
- *City of Westminster Downtown Development Streets and Infrastructure*
- *Burgess Creek LOMR - Steamboat Springs*
- *Bill Bower Park Drainage Design - City of Boulder*
- *Valmont City Park Concept Plan - City of Boulder*



North Carolina State University
M.S.E.
Professional Engineer



University of Colorado
M.S.E.
Professional Engineer



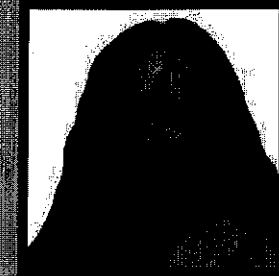
University of Colorado
M.S.E.
Professional Engineer

SECTION 1 PERSONNEL

Civil Engineer | Chelsey Miller, BSCE, MS Construction Management, EIT

Chelsey is a detail-oriented civil engineer with a strong educational background in engineering and construction management. Her emphasis in water resources combined with an advanced degree and experience in construction management and her experience with GIS make her a well-rounded engineer in the office and in the field.

- *US Highway 36 Roadway / Tollway Widening and Bikeway Construction Inspection*
- *Mesabi Trail, Nashwauk to Pengilly - Itasca County, MN*
- *Walden Ponds FEMA Flood Damage Rehabilitation - Boulder County*
- *New Westminster Downtown Streets and Utilities*
- *Ken Mitchell Lakes Water Augmentation Pump Station - City of Brighton*
- *Multiple ArcGIS Projects for the City of Rapid City, SD*



Sr. Associate / Sr. Civil Engineer | Tim D. McConnell, P.E.

Tim has 23 years experience in Colorado Springs and El Paso County with an emphasis in site infrastructure design, roadway engineering and project management. He has extensive experience designing, managing, and securing approvals for a variety of private and public sector projects.

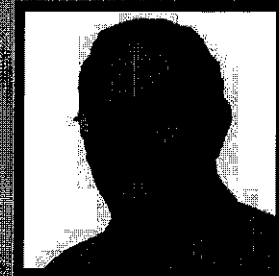
- *Fontaine Boulevard Multi-Modal Improvements - El Paso County*
- *Pinerias Open Space Master Plan and Trail - El Paso County*
- *Golden Lane Bridge Replacement - El Paso County*
- *Chelton Road at Spring Creek Structure Evaluation - Colorado Springs*
- *Woodmen Road Bridge Over Cottonwood Creek - Colorado Springs*
- *Cheyenne Mountain Zoo Drainage & Parking Improvements - Colorado Springs*
- *Garden of the Gods Visitor Center Pedestrian, Vehicular and Bus/RV Access Design - Colorado Springs*
- *Duckwood Road Railroad Crossing, Roadway and Intersection Design - Fountain*



Sr. Associate / Surveyor | Mathew E. Selders, PLS

Matt Selders has over 35 years of land surveying experience in Colorado. He is expert in, and prepares many different types of surveys including boundary, ALTA/ACSM land title, topographic, architectural, improvement survey plats, section breakdowns, mining claim, right-of-way acquisition, annexation, condominium mapping, and subdivision platting. In addition, he prepares surveying related documents such as legal descriptions, certifications, and subdivision dedications.

- *Spring Gulch Trail, SH 119 Underpass and Drainage Improvements - City of Longmont*
- *South Platte River Trail & Pedestrian Bridges - Adams County*
- *East 72nd Avenue Corridor Safe Routes To School - Commerce City*
- *St. Vrain Legacy Trail - City of Dacono*
- *Walden Ponds Wildlife Habitat - Boulder County Parks & Open Space*
- *Pearson Park Trail - City of Fort Lupton*
- *Coal Creek Road - Superior*
- *SH 170 (Marshall Road) Improvements - Boulder County Transportation*



SECTION 1 PERSONNEL

Structural Engineer | Glenn C. Frank, P.E. (Glenn Frank Engineering) [IF NEEDED]

Glenn Frank has been the principal of Glenn Frank Engineering since 1997. Glenn is the structural engineer on hundreds of projects including commercial and residential buildings, retaining walls, bridges, drop structures and box culverts.

- *Clear Creek Bridges, Box Culverts, Retaining Walls, and Riverwalk - Black Hawk*
- *Community College Pedestrian Bridge and Trail - Westminster*
- *Foothills Parkway Bridge Analysis For New Bike Path Addition - City Of Boulder*
- *Design Of 20-Foot Tall, Crib-Wall System For Road Cuts - Snowmass*
- *Design Of 12-Foot High Flood Walls - Black Hawk*
- *Structural Steel Connection Design, "Great Roof" Of The Terminal Complex At Denver International Airport*

SECTION 2 Representative Experience

South Platte River Trail and Pedestrian Bridges - Adams County

Adams County Parks and Open Space and the Urban Drainage and Flood Control District (UD&FCD) jointly funded the design and construction of the last unfinished segment of the South Platte River Trail between Chatfield Reservoir and Brighton.

The \$1.5 million project consisted of 10,000 feet of 10-foot wide concrete trail, two new pedestrian bridges, and preservation of eagle nesting areas along the River. The largest bridge (240-feet), required two spans to cross the Platte just south of 120th Avenue. The smaller single-span structure (64-feet) crosses Bull Seep Canal near 108th.

Drexel Barrell and our team provided design and control surveys, trail design, river hydraulics and modeling, structural design, geotechnical investigations, endangered species investigations, and construction phase services. Close coordination with the Denver Water Department and Commerce City ensured the new trail blended seamlessly with their facilities along the route.



South Platte River Trail and Pedestrian Bridges

Spring Gulch Trail, SH 119 Underpass, and Drainage Improvements - Longmont

The City of Longmont commissioned Drexel Barrell to analyze, plan, and engineer 2 miles of new trail along Spring Gulch, from the existing terminus west of CR 1 to the City's Sandstone Ranch Park south of Ken Pratt Parkway (SH 119). Our services included investigations into preserving and enhancing the riparian habitat through the incorporation of native plant species, low impact irrigation, crossing irrigation ditches and the Great Western Railroad, and passing the 100-year storm beneath SH 119 while providing a pedestrian underpass connecting Sandstone Ranch with the new trail to the north.

Drexel Barrell devised an innovative and cost-effective two-stage system that efficiently passes the 100-year storm event while keeping pedestrian passage safe and dry.

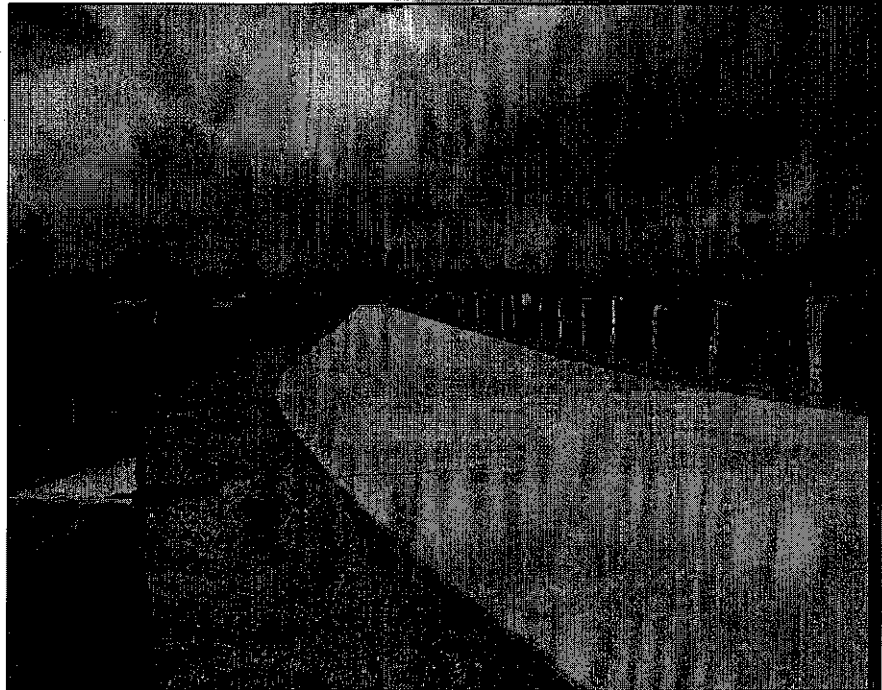
Spring Gulch Trail and Pedestrian Underpass



SECTION 2 Representative Experience

SH 119 Trail - Longmont

Under contract with the City of Longmont, Drexel Barrell designed 6000 lineal feet of trail along the north side SH 119 from Spring Gulch west to the 3rd Avenue Park. The design incorporated a safety analysis for the pedestrian crossing at County Line Road, and included evaluating conventional ped signals, HAWK, and Rectangular Rapid Flash Beacon solutions.



SH 119 Trail Near 3rd Avenue Park

East 72nd Avenue Corridor Safe Routes To School - Commerce City

Under contract with the City of Commerce City, Drexel, Barrell & Co. provided engineering and surveying services to transform East 72nd Avenue to a "complete street" by addressing pedestrian and vehicle safety as part of the FHWA Safe Routes to School program.

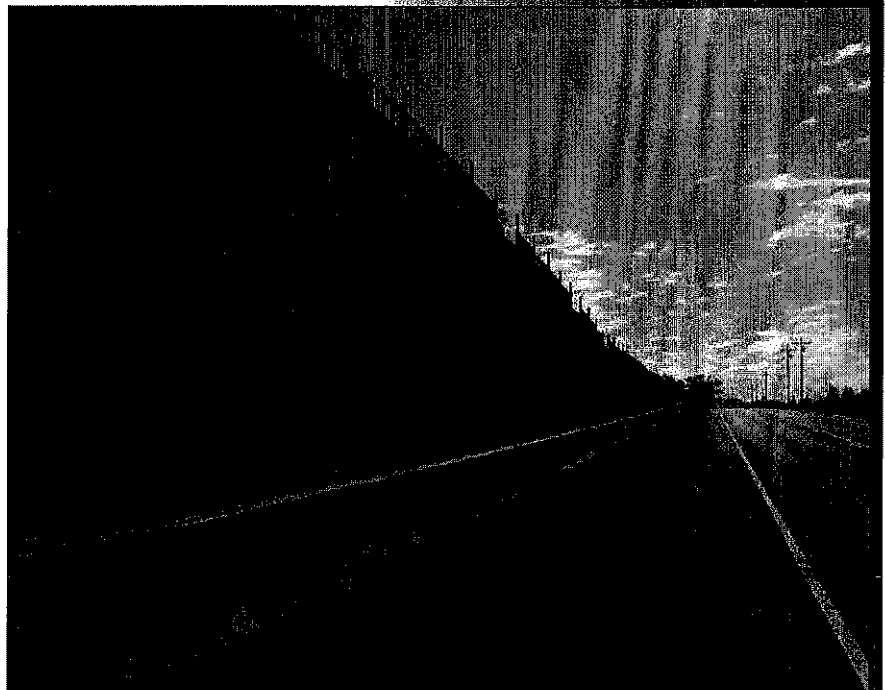
Fontaine Boulevard Multi-Modal Improvements - El Paso County

Under contract to El Paso County, Drexel Barrell is providing engineering and surveying services for approximately one mile of Fontaine Boulevard to improve pedestrian and bicycle safety along the corridor. Drexel Barrell is providing design for new sidewalks and curb and gutter with ADA pedestrian ramps at each intersection of Fontaine Boulevard within the extents of the project. Design also included approximately one third of a mile of El Paso County Regional Trail from Grinnell Boulevard to McRae Reservoir.

Retaining Wall on K Road

K Road Design: 22½ Road Through 23 Road - Mesa County

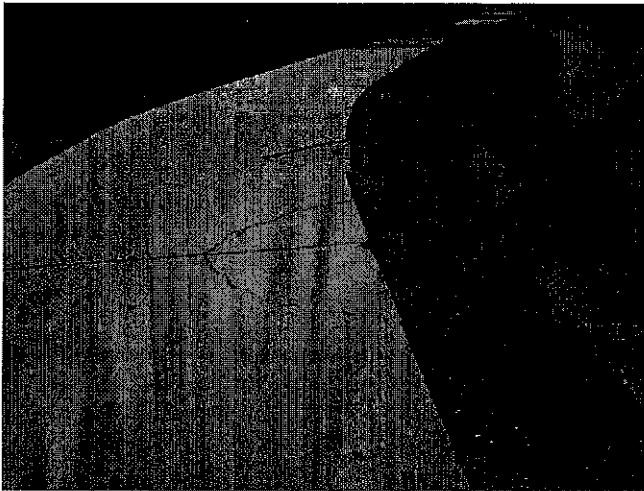
Drexel Barrell provided roadway sight distance and intersection safety improvements to K Road from 22 ½ Road through the intersection with 23 Road. Services include traffic analysis, roadway widening, slope stabilization, intersection improvements, and drainage improvements. Our ultimate services include design surveys, roadway plan and profiles, retaining wall design, intersection improvement, irrigation system relocation, legal descriptions for easement acquisition, bid and contract documents, and construction support.



SECTION 3 Project Understanding and Approach

The Adams County **PARKS AND OPEN SPACE DEPARTMENT** intends to repair/replace a 1400 foot segment of the existing Clear Creek Trail. This subject section begins near the Lower Clear Creek/ Colorado Agricultural Ditch head gate and ends near the Kalcevic Gulch crossing. The existing concrete trail serves as an important recreational facility and ditch rider road. Given that the trail alignment is largely established, Drexel Barrell sees this project as being relatively straightforward.

By having experienced professionals on our team who have engineered these types of projects and encountered the issues likely to surface, we are confident in our abilities to produce a quality project, delivered on time and under budget. PM Moreau is experienced in dealing with trail projects of similar scope and scale, and is accustomed to handling the exigencies that a project like this may entail.



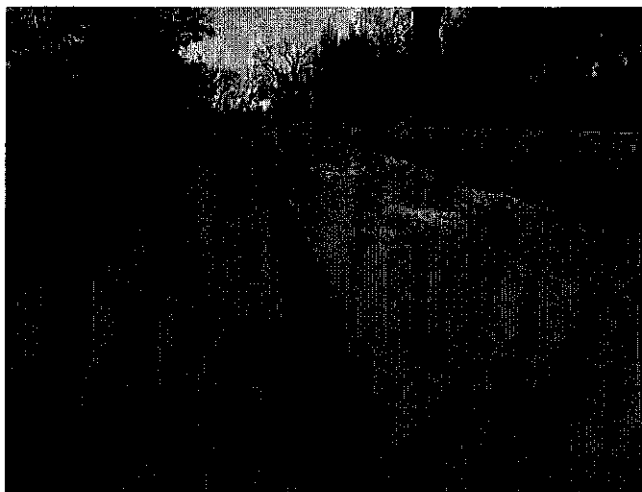
This concrete paved, 10-foot wide, segment of the trail is directly adjacent to the Lower Clear Creek/ Colorado Agricultural Ditch and has been eroded and undercut in some locations by the ditch. It also contains several cracked/ heaved concrete panels and has very narrow shoulders/recovery zones in places. These narrow shoulders and heaved panels are mostly caused by large trees being located too close to the trail. Some of these trees and root systems will need to be removed. Some of the cracked/ heaved panels may be due to subgrade instability. This will be addressed through our proposed geotechnical analysis.

In talking with Ditch's Engineer, we will have to be very careful not to compromise the ditch bank with any proposed repairs. Any modifications to the existing ditch and trail will require coordination and approval from Lower Clear Creek and Colorado Agricultural Ditch Companies.

The most cost effective solution to the trail/ditch proximity is to move the trail south away from the ditch. It is our understanding that the County wants to maintain a 10-foot concrete trail width with 2-foot crusher-fines shoulders. This potential solution will require some additional fill slope and tree removal.

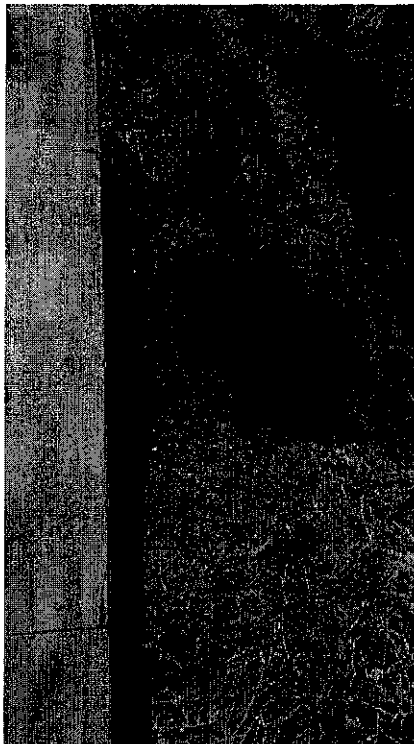
From our field investigations, there may be some segments of the existing trail that can remain in place and still meet the County's cross-section criteria. Drexel Barrell will also fine-tune the trail alignment and profile to minimize impacts by remaining as close as practical to existing grades.

Some version of a wall may be possible for slope stabilization but there are concerns in regard to cost and future stability. For example, just east of this area, repairs to the ditch wall have been made using a large block gravity wall and a cast-in-place wall. The gravity block wall appears to be leaning into the ditch and may be subject to future failure. We certainly do not want to create future maintenance issues.



Drexel will also investigate other slope stability options and available commercially available products. All solutions will have to be carefully

vetted since it will be a difficult area to bring heavy equipment into this specific location.



Since this project is not touching the north side of the ditch, we assume no repairs will be made to this side of the ditch. About halfway through this subject section, there is an access point to a maintenance road to Clear Creek that must be maintained. Since the trail is so high up on the bank of Clear Creek, no floodway impacts are anticipated.

Drexel Barrell understands that the overall budget is made-up of grant and general County funds. We will make sure a solution is found that meets the overall budget. Due to design cost considerations, we have not included a wall design in our proposed fees but have included an optional line item in case the County wants to pursue this form of ditch stabilization.

In reviewing the RFP and combining this with our experience and understanding of similar projects, Drexel Barrell sees the following project components:

- *Conduct detailed field topographic and improvement survey at one-foot contour accuracy, spot elevations at critical locations, underground utility locations and identification;*
- *Coordinate closely with Adams County Parks and Open Space;*

- *Perform geotechnical investigations for trail;*
- *Investigate and evaluate alternatives for the trail alignment;*
- *Prepare plan and profiles of trail alignment at an appropriate scale;*
- *Prepare accurate cost estimates;*
- *Prepare storm water management plans as required;*
- *Provide bid and construction management assistance;*
- *Complete the design by June 30, 2017 for November, 2017 construction.*



MANAGEMENT CONTROLS

BUDGET / COST CONTROL METHODOLOGY

During selection and contract finalization, Drexel Barrell envisions a defined-scope contract on a time-and-materials basis with a maximum-not-to-exceed fee limit. Drexel Barrell has operated under this scenario numerous times. We include a reasonable contingency for unanticipated work items in our fees to avoid annoying change order requests.

Drexel Barrell uses *Deltek Vision* project management and cost accounting software to manage the budget and costs of our projects. All employees enter their time daily, allocated by the hours spent on each project. Drexel Barrell enters the contract tasks into our PM system so that employees may align their work efforts directly to the approved scope of work.

Each month, the Drexel Barrell Project Manager conducts billing reviews of all project charges, comparing these to contract terms and billing limits for reasonableness. Our in-house, *certified public accountant* reviews all invoices to double-check we

are billing in accordance with the contract terms and conditions.

We invoice charged time meeting the contract terms and limits, usually during the first 10 days of the month for the preceding month. We write-off (do not bill) any charges not meeting contract criteria.

QUALITY CONTROL METHODOLOGY

With over six decades of proven experience, Drexel Barrell employs extensive procedures and checklists to ensure our projects meet all applicable quality control standards.

For this project, Drexel Barrell will employ a three-stage quality control approach consisting of:

- *The first Q/C stage is by the project manager. The PM will use Drexel Barrell's standard plan content checklists to ensure that our plans and reports display all relevant information accurately and correctly.*
- *The second stage is what we call our "Independent Peer Review." The independent reviewer will not be involved in the preparation of the plans or specifications, and will provide a fresh set of eyes not otherwise clouded by having worked on the project.*
- *Finally, Principal-in-Charge Michael D. Middleton, P.E. will spot-check plans and documents before submittal to ensure they meet our standards. Mike is a former City and County Engineer and has a good eye for quickly identifying corrections.*

SCHEDULE MAINTENANCE

Drexel Barrell will prepare a CPM project schedule in Microsoft Project (or equivalent) identifying the important tasks, durations, milestones, deadlines, and critical path relationships. After acceptance by the client, Drexel Barrell will monitor the schedule weekly and update it periodically to ensure completion of all project deliverables when promised.

Drexel Barrell conducts a weekly "Scheduling Meeting" each Tuesday in which senior staff reviews the progress of each active project versus contract. We identify projects requiring additional resources to maintain commitments to our clients and allocate needed resources to ensure meeting our project commitments.

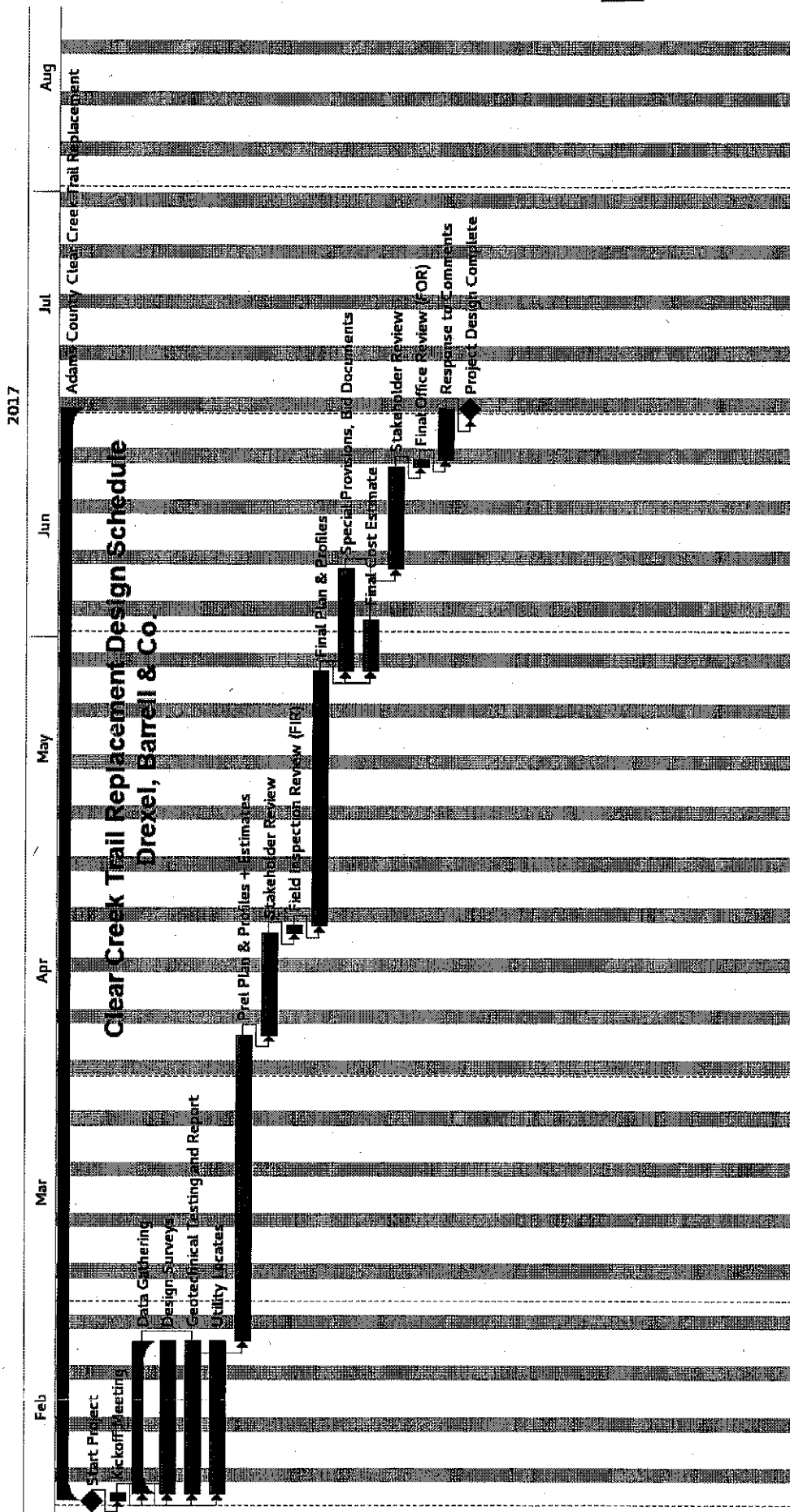
OFFICE PROXIMITY

Drexel Barrell will staff this project from our Boulder office. We will not charge **Adams County** for mileage or travel time on this project.

INFORMATION SHARING / TECHNOLOGY

Drexel Barrell will establish a secure (password encrypted) web portal for the sharing of large project files among the client's staff and the design team. This will enable delivery of files too large or cumbersome for email.

SCHEDULE



**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Drexel, Barrell + Co.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1800 38th Street

City, state, and ZIP code
Boulder, Co 80301

List account number(s) here (optional)

Requester's name and address (optional)

Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
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Employer identification number

8	4	-	6	0	3	5	3	3	6
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Barbara Kelley - Controller* Date ▶ *12/20/2016*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**PROPOSAL FORM
TITLE123**

CONTRACTOR'S STATEMENT

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

Forty Thousand Thirteen Dollars	\$ 40,013
Written Amount	Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE.

Drexel, Barrell & Co.	12/20/2016
Company Name	Date
1800 38th Street	
Address	Signature
Boulder, CO 80301	Michael D. Middleton
City, State, Zip Code	Printed Name
Boulder	Principal
County	Title
(303) 442-4338	(303) 442-4373
Telephone	Fax
mmiddleton@drexelbarrell.com	
Email Address	

Adams County, CO

CLEAR CREEK TRAIL

TASKS, PERSONNEL, HOURS, AND FEES

Drexel, Barrell & Co, Proposal of December 21, 2016

NO.	TASK	PMC MIDDLETON \$168	PROJ MGR MORIEAU \$140	WATER RES GARDNER \$127	CIVIL ENG GRENBOW. \$97	SR. P.L.S SELDERS \$145	SURVEY CREW \$105	CONST ENG MILLER \$87	FEER REVIEW MCCONNELL \$145	SUBS	TOTAL
1	PROJECT STARTUP, INITIAL MEETINGS, DATA COLLECTION, DOCUMENT REVIEW		\$1,120		\$388	2	46			UCS	\$1,508
2	DESIGN SURVEY & UTILITY LOCATION		\$140		\$4,200	\$290				GROUND	\$5,130
3	GEO TECHNICAL SAMPLING, TESTING, & PAVEMENT RECOMMENDATIONS		\$140								\$4,940
4	PRELIMINARY TRAIL PLANS (50% A). QUANTITIES, & COST ESTIMATE	\$160	\$2,240	\$1,270	\$5,044			\$290			\$8,004
5	FIELD INSPECTION REVIEW (FIR) MEETINGS, ADDRESS COMMENTS, & FINAL PLANSET PREP (50%)	\$160	\$1,680	\$1,018	\$3,680			\$290			\$7,028
6	SPECIAL PROVISIONS, TECHNICAL SPECS, BID TABULATIONS, FINAL QUANTITIES, AND COST ESTIMATE		\$1,120		\$388			\$290			\$1,796
7	FINAL OFFICE REVIEW (FOR) RESPONSE TO FOR COMMENTS AND 100% PS&E SUBMITTAL		\$1,120		\$1,940						\$3,568
8	ADAMS COUNTY PERMITS & LCO/COAG APPROVALS		\$390	\$508	\$388						\$1,176
9	BIDDING ASSISTANCE - PRE BID MTG, CONTRACTOR ?'S, ADDENDA, & CONTRACTOR BID ANALYSIS		\$1,120		\$582						\$1,702
10	CONSTRUCTION MANAGEMENT - PRE-COM MTG, PAY REQUESTS, RFPS, FINAL INSPECTION, & AS-BUILTS										
SUBTOTALS		\$320	\$10,640	\$3,392	\$13,398	\$290	\$4,200	\$1,305	\$870	\$4,300	\$37,761
REPROGRAMMING/REMB ALLOWANCE											\$400
TOTAL NOT-TO-EXCEED FEE											\$40,013
9	OPTIONAL WALL DESIGN (ASSUMES 200 FT MSE WALL)		\$1,120		\$2,328					GROUND	\$4,000
TOTAL											\$7,448

NOTES AND ASSUMPTIONS:

1. DREXEL BARRELL OFFERS TO PROVIDE THE TASKS ABOVE FOR THE TOTAL NOT-TO-EXCEED FEE* LISTED ABOVE.
2. FEES AND HOURLY RATES VALID UNTIL 12/31/2017. DREXEL BARRELL RESERVES OPTION TO RENEGOTIATE REMAINING FEES THEREAFTER.
3. THE INDIVIDUAL TASKS ARE SHOWN TO ILLUSTRATE OUR ANTICIPATED EFFORT AND COSTS, AND ARE NOT OFFERED AS LINE ITEM, NOT-TO-EXCEED LIMITS.
4. DREXEL BARRELL RESERVES THE OPTION TO REALLOCATE HOURS AND FEES AMONG THE TASKS AS CONDITIONS WARRANT PROVIDED WE DO NOT EXCEED THE BOTTOM LINE, TOTAL NOT-TO-EXCEED FEE.

CLEAR CREEK TRAIL

TASKS, PERSONNEL, HOURS, AND FEES

Drexel, Barrrell & Co. Proposal of December 21, 2016

NO	TASK	PC MIDDLETON	PROJ MGR MOREAU	WATER RES GARDNER	CIVIL ENG GREENBOW	SR. PLS SELDERS	SURVEY CREW	CONST ENG MILLER	PEER REVIEW MCCONNELL	SUBS	TOTAL
1	PROJECT STARTUP, INITIAL MEETINGS, DATA COLLECTION, DOCUMENT REVIEW	\$180	\$140	\$127	\$97	\$145	\$105	\$87	\$145		\$1,508
2	DESIGN SURVEY & UTILITY LOCATION		\$1,120		\$388		40			UCS	\$5,130
3	GEOTECHNICAL SAMPLING, TESTING, & PAVEMENT RECOMMENDATIONS		\$140			\$280	\$4,200			GROUND	\$4,840
4	PRELIMINARY TRAIL PLANS (90%); QUANTITIES, & COST ESTIMATE	\$160	\$140	\$10	\$2						\$9,004
5	FIELD INSPECTION REVIEW (FIR) MEETING, ADDRESS COMMENTS, & FINAL PLANSET PREP (90%)	\$160	\$2,240	\$1,270	\$5,044			\$230	\$230		\$7,026
6	SPECIAL PROVISIONS, TECHNICAL SPECS, BID TABULATIONS, FINAL QUANTITIES, AND COST ESTIMATE	\$160	\$1,980	\$1,016	\$3,880				\$290		\$1,788
7	FINAL OFFICE REVIEW (FOR) RESPONSE TO FOR COMMENTS AND 100% PS&E SUBMITTAL		\$1,120		\$388				\$290		\$3,568
8	ADAMS COUNTY PERMITS & LOCCOAG APPROVALS		\$1,120	\$508	\$1,940						\$1,176
9	BIDDING ASSISTANCE - PRE BID MTG, CONTRACTOR 7's, ADDENDA, & CONTRACTOR BID ANALYSIS		\$280	\$508	\$388						\$1,702
10	CONSTRUCTION MANAGEMENT - PRE-CON MTG, PAY REQUESTS, RFRTS, FINAL INSPECTION, & AS-BUILTS		\$1,120		\$582			15			\$3,761
SUBTOTALS		\$320	\$10,640	\$3,302	\$13,386	\$280	\$4,200	\$1,305	\$870	\$4,300	\$38,813
REPROGRAMMINGS/REIMB ALLOWANCE											\$400
TOTAL NOT-TO-EXCEED FEE											\$40,013
9	OPTIONAL WALL DESIGN (ASSUMES 200 FT MISE WALL)		\$1,120		\$2,528					GROUND	\$4,000
TOTAL											\$7,448

NOTES AND ASSUMPTIONS:
 1. DREXEL BARRRELL OFFERS TO PROVIDE THE TASKS ABOVE FOR THE "TOTAL NOT-TO-EXCEED FEE" LISTED ABOVE.
 2. FEES AND HOURLY RATES VALID UNTIL 12/31/2017. DREXEL-BARRRELL RESERVES OPTION TO RENEGOTIATE REMAINING FEES THEREAFTER.
 3. THE INDIVIDUAL TASKS ARE SHOWN TO ILLUSTRATE OUR ANTICIPATED EFFORT AND COSTS, AND ARE NOT OFFERED AS LINE ITEM, NOT-TO-EXCEED LIMITS.
 4. DREXEL BARRRELL RESERVES THE OPTION TO REALLOCATE HOURS AND FEES AMONG THE TASKS AS CONDITIONS WARRANT PROVIDED WE DO NOT EXCEED THE BOTTOM LINE, TOTAL NOT-TO-EXCEED FEE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

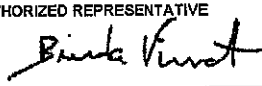
PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: acecclientrequest@marsh.com FAX (A/C, No): 888-621-3173													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Accident & Indemnity Co</td> <td>22357</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Hartford Underwriters Insurance Co</td> <td>30104</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident & Indemnity Co	22357	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Hartford Underwriters Insurance Co	30104	INSURER D:		INSURER E:		INSURER F:
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INSURED Drexel Barrell and Company 1800 38th Street Boulder, CO 80301														

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	84SBWVK0246 Prof. Liab. Excl.	12/31/2016	12/31/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	84UEGVO9436	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWVK0246	12/31/2016	12/31/2017	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WEGBW1625	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Adams County is included as additional insured on the above referenced policies when required by written contract.
Waiver of Subrogation is included when required by written contract.

CERTIFICATE HOLDER Adams County Attention: Jennifer Tierney 4430 South Adams County Parkway Brighton, CO 80601-8212	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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