

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 24<sup>th</sup> day of May 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 Drexel, Barrell & Co., located at 1800 38<sup>th</sup> Street, Boulder, CO 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 2016.406 Engineering and Land Surveying Services – East 58<sup>th</sup> Avenue, Washington Street to York Street and the Contractor's response to the RFP 2016.406 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 commence upon receipt of Notice to Proceed and be completed within (270) two hundred and seventy calendar days.

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 three hundred thirty-six thousand three hundred eighteen dollars (\$336,318.00).

2016.406 E. 58<sup>th</sup> Avenue Improvements – Washington St. to York St./Drexel, Barrell & Co.

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 negligent performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or negligent 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. WARRANTY:

2016.406 E. 58<sup>th</sup> Avenue Improvements – Washington St. to York St./Drexel, Barrell & Co.

9.1. 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.

## **10. TERMINATION:**

10.1. **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.

10.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the 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.

## **11. MUTUAL UNDERSTANDINGS:**

11.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

11.2. **Compliance with Laws:** During the performance of this Agreement, the 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).

11.3. **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.

- 11.4. 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.
- 11.5. 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.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Transportation Department  
Contact: Jeff Maxwell, Director  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, CO 80601  
Phone: 720-523-6817  
E-mail: [jmaxwell@adcogov.org](mailto:jmaxwell@adcogov.org)

Department: Adams County Purchasing  
Contact: Liz Estrada, Contract Administrator  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6052  
E-mail: [lestrada@adcogov.org](mailto:lestrada@adcogov.org)

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

Drexel, Barrell & Co.  
Contact: Michael D. Middleton, P.E.  
Address: 1800 38<sup>th</sup> St.  
City, State, Zip: Boulder, CO 80301  
Phone: 303-442-4338  
E-mail: [mmiddleton@drexelbarrell.com](mailto:mmiddleton@drexelbarrell.com)

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. 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.

## **12. CHANGE ORDERS OR EXTENSIONS:**

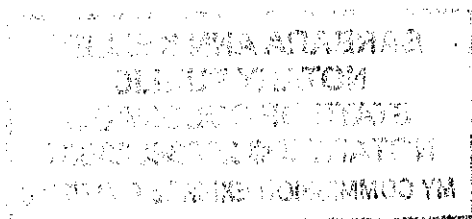
- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for 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.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

- 13.1. 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.

- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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).
- 13.8. 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:

**Board of County Commissioners**

[Signature] May 24, 2016  
Chairperson Date

Drexel, Barrell & Co.

[Signature] 5/17/2016  
Signature Date

Michael D. Middleton Principal  
Printed Name Title

**Attest:**

Stan Martin, Clerk and Recorder [Signature]  
Deputy Clerk

Approved as to Form: [Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

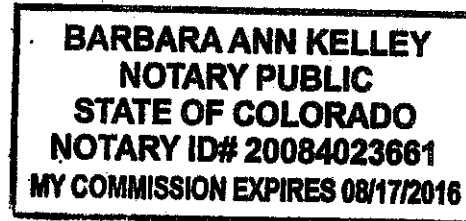
COUNTY OF Boulder)

STATE OF Colorado)SS.

Signed and sworn to before me this 17<sup>th</sup> day of May, 2016,

by Michael D. Middleton,

Barbara Ann Kelley  
Notary Public



My commission expires on: 8/17/2016





**Drexel, Barrell & Co.**  
 Traditional Services, Innovative Solutions  
 Since 1949

## DREXEL, BARRELL & CO. **FEE SCHEDULE**

Effective January 1, 2016

**I. PERSONNEL:**

CATEGORY	HOURLY RATE	CATEGORY	HOURLY RATE
<b>General:</b>		<b>Surveying:</b>	
Principal	\$160	Office Surveyor / Analyst	\$100-120
Associate	\$140-150	Field Surveyor*	\$100-110
<b>Engineering:</b>		<b>Administration:</b>	
Project Engineer / Manager	\$113-137	Controller	\$100
Design Engineer	\$87-107	Administrative	\$60
<b>CAD:</b>			
Technician	\$90-100		
<b>Miscellaneous:</b>		*1-person crew: \$50/hr charge	
Expert Witness Duties	\$250	for ea. extra crew member	

- II. **SUB-CONSULTANTS:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell adds a 10% markup to invoices from sub-consultants to cover administrative and project management expenses.
- III. **MILEAGE:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell charges for all project related mileage at the rate of \$0.75 / mile.
- IV. **TRAVEL TIME:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell charges for travel time to and from the project site.
- V. **REPROGRAPHICS:** Reprographics provided by outside printing companies will be charged at Drexel Barrell's cost plus 10%.
- VI. **FIELD SUPPLIES:** Unless otherwise stated in the Professional Services Agreement, standard survey supplies (stakes, pin caps, etc.) are included in the negotiated fee. Drexel Barrell charges an additional \$100.00 per monument and \$200.00 for monument boxes when the project requires.
- VII. **DELIVERY SERVICES:** Drexel Barrell will add a 10% mark-up to all messenger and overnight delivery service fees.
- VIII. **OUT-OF-TOWN EXPENSES:** On projects requiring overnight lodging, Drexel Barrell charges a per diem rate for meals, lodging, and related expenses. The per diem rate will be Drexel Barrell's costs plus 10%.
- IX. **RATE REVISIONS:** Drexel Barrell adjusts this Fee Schedule annually on January 1. Projects extending beyond December 31 of each year shall be subject to the new Fee Schedule.

Consultants shall submit the cost of services with the proposal. The fee for basic services as set forth in this Request for Proposals shall be paid in lump sum. This fee shall be shown in the table below and submitted with the proposal.

<b>1. Traffic Study and Planning Design:</b>	<b>\$ <u>13,250</u></b>
<b>2. Roadway Construction Design:</b>	
A. Survey Work and right-of-way Acquisition Documents ...	\$ <u>57,270</u>
B. Phase I Environmental Assessment .....	\$ <u>4,950</u>
C. Soils Investigation .....	\$ <u>9,765</u>
D. Utility Coordination & Coordination with Other Agencies.....	\$ <u>6,152</u>
D. Roadway Drainage .....	\$ <u>13,253</u>
F. Landscape and Access .....	\$ <u>4,950</u>
G. Required Permits .....	\$ <u>4,576</u>
H. Roadway Intersection Design .....	\$ <u>\$25,000</u>
I. Preliminary Design .....	\$ <u>116,429</u>
J. Final Design .....	\$ <u>77,619</u>
K. Construction Plans Submittal .....	\$ <u>3,104</u>

Breakdown above is approximate. Please refer to attached spreadsheet for greater detail.

**TOTAL PROJECT FEE** **\$ 336,318**

In addition to the above table to be submitted with the proposal, the Consultant may use their own detailed spreadsheet for listing project fees. Spreadsheet should be detailed enough that sufficient task / phase breakdown can be determined for progress and payment.

**Project Time**

All project deliverables shall be completed, submitted and delivered to the County by Consultant within two hundred and seventy (270) calendar days after receipt of Notice-to-Proceed, excluding time for review by County. The planned County review time from submittal of deliverables by the Consultant is three (3) weeks. It is anticipated the project deliverables will be completed by the end of 2016.

**Notice**

It is presumed that before submitting any proposal, the consultant has visited the project area, read the entire Request for Proposals, all addenda, and any other items relevant to the project.

The selected consultant will be compensated for any extra work requested by the County that is not included in the Request for Proposals.

**End Section 4**

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Adams County Transportation Dept.  
**54th ST. RECONSTRUCTION DESIGN (CLARKSON - YORK)**  
**TASKS, PERSONNEL, HOURS, AND FEES**  
 Dressel, Barrell & Co. Proposal of 2-7-16

NO.	DESCRIPTION OF TASKS	PERSONNEL	HOURS	RATE	TOTAL	PERSONNEL	HOURS	RATE	TOTAL	PERSONNEL	HOURS	RATE	TOTAL	PERSONNEL	HOURS	RATE	TOTAL	PERSONNEL	HOURS	RATE	TOTAL		
1	PROJECT INITIALIZATION, SETUP, AND KICKOFF MEETING		24																				
2	PROPERTY ENTRY PERMITS ASSISTANCE AND ACCOUNTING		24	\$3,098	\$74,352																		
3	ENVIRONMENTAL CLEARANCES (WETLANDS, ENDANGERED SPECIES, SECTION 404, PH1 ENVIRONMENTAL ASSESSMENT)		8	\$2,082	\$16,656																		
4	COORDINATION W/ XCEL ENERGY IN WASHINGTON ST WAST. DIST. BINS, PUC, UTRCOS, NATIONAL WESTERN STOCK SHOW, ETC.		8	\$1,016	\$8,128																		
5	ROUTE SURVEYING + MAPPING			\$1,016	\$8,128																		
6	GEOTECHNICAL BORINGS, LAB TESTING, RECOMMENDATIONS, & REPORT				\$8,800				\$8,800														
7	WALL TYPE SELECTION STUDY (MASON TO FRANKLIN), INCL. CONCRETE BASE + SOL. NAT. SERVICE LIFE STABILITY, DRAINAGE, COSTS, MAINTENANCE, AESTHETICS, RECOMMENDATIONS.		1		\$1,016				\$1,016														
8	REVIEW OF EXISTING GLOBEVILLE UTILITY JUNCTION. OSP RECOMMENDATIONS, IDENTITY ALTERNATIVES, COSTS, EFFECTIVENESS.		1		\$1,016				\$1,016														
9	TRAFFIC STUDY, LANE RECOUNTS, INTERSECTION LOS LINES, PED + BICYCLE ACCESSIBILITY / CONNECTIONS, PRESENT + 20 YR. HENCE CONDITIONS				\$8,000				\$8,000														
10	PLAN & PROFILES @ 100% IN 3 STAGES (FIR. FOR. FINAL), 1"-20' H, 1"-4" V / AS AGREED, ADCO / COOT FORMAT, INCL. DEMOLITIONS, RELOCATIONS, DRIVEWAY ACCESS P&P + DRAINAGE, CENTERLINE PROFILES, PAVEMENT PLANS, CROSS-SECTIONS, UTILITY RELOCATIONS, SIGNAL, MODIF. WALL DESIGN, ON STREET BICYCLE LANES, SIGNING + STRIPING, STD + SPECIAL DETAILS, GENL. + SPECIFIC NOTES		16		\$22,980				\$22,980														
			240		\$30,480				\$30,480														
			80		\$9,000				\$9,000														
			80		\$10,980				\$10,980														
			240		\$39,480				\$39,480														
			24		\$3,480				\$3,480														
			40		\$4,200				\$4,200														
			24		\$20,880				\$20,880														
			240		\$3,480				\$3,480														
			8		\$1,160				\$1,160														
					\$4,170				\$4,170														
					\$13,250				\$13,250														
					\$18,080				\$18,080														
					\$116,400				\$116,400														

Adams County Transportation Dept.  
**58th ST. RECONSTRUCTION DESIGN (CLARKSON - YORK)**  
**TASKS, PERSONNEL, HOURS, AND FEES**  
 Drexel, Barrell & Co. Proposal of 3-7-16

NO.	DESCRIPTION OF WORK	PROJECT MANAGER	PROJECT ENGINEER	HYDROLOGIC ENGINEER	TRIBUTARY ENGINEER	CURVE DESIGNER	DETAILED ENGINEER	PERSONNEL	CONSULTANTS	TOTAL
11	DESIGN OF 58TH ST. & COMMANDER P/CUT-OFF BOX CULVERTS, 4' BIRTH & FRANKLIN DETENTION STORAGE FACILITY, INCL. HYDROLOGY, HYDRAULICS, PLAN AND PROFILES, HYDRAULIC GRADE LINES, OUTLET STRUCTURES, WATER QUALITY, ETC.	2	40	160			120			
12	PREL + FINAL PAVEMENT AND ROADSIDE DRAINAGE REPORT, FLOODPLAIN DEVELOPMENT PERMIT	\$320	\$5,080	\$21,920	40		\$10,440	\$580		\$38,340
13	PREPARE ROW MAPS + EASEMENT LEGAL DESCRIPTIONS AND EXHIBITS FOR NEW IMPROVEMENTS NOT IN EX. ROW, INCL. ALL CONSTRUCTION + PERMANENT EASEMENTS PER ADCC / CDOT FORMAT	\$160	\$508	\$5,480	80		\$6,960	\$145		\$13,263
14	TECH SPECS, SPECIAL PROVISIONS, QUANTITY TAKEOFFS AND CONST. COST ESTIMATES (GX, FIR, FOR, + 100% PS&E)					\$11,800	\$8,400		2	\$20,960
15	MEETINGS + PRESENTATIONS, INCL 2 PUBLIC OPEN HOUSES, ADDO STAFF	\$320	\$3,048		32		\$3,480	\$280		\$7,138
16	STORM WATER MANAGEMENT PLANS (SWMP)		\$5,080	\$4,384	8		40			\$10,984
17	FINAL SPECS, SPECIALS, QUANTITIES, BID TABS, AND CONST. COST ESTIMATE		16	4			40		2	\$4,576
18	BID SUPPORT, INCL. ANSWER REASONABLE BIDDER QUESTIONS, EVALUATE BIDS, RECOMMEND LOWEST RESPONSIVE / RESPONSIBLE BID, INCL. PERSON ATTENDANCE AT PRE-BID	\$160	\$2,032	\$648			\$3,480	\$250		\$7,578
<b>SUBTOTALS</b>		\$3,240	\$55,922	\$55,348	\$34,036	\$20,960	\$88,992	\$2,610	\$25,860	\$333,018
REPROGRAPHICS/REIMB ALLOWANCE										\$3,900
<b>TOTAL NOT-TO-EXCEED FEE</b>										<b>\$336,318</b>
<b>NOTES AND ASSUMPTIONS:</b> 1. DREXEL BARRELL OFFERS TO PROVIDE THE TASKS ABOVE ON A TIME AND MATERIALS BASIS. FOR THE MAXIMUM NOT-TO-EXCEED FEE LISTED ABOVE. 2. FEES AND HOURLY RATES VALID UNTIL 12/31/2017. DREXEL BARRELL RESERVES OPTION TO NEGOTIATE REMAINING FEES THEREAFTER. 3. THE INDIVIDUAL TASKS ARE SHOWN TO ILLUSTRATE OUR ANTICIPATED EFFORT AND COSTS, AND ARE NOT OFFERED AS A 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. 5. REPROGRAPHICS DOES NOT INCLUDE PRINTING CONTRACTOR BID SETS. DREXEL BARRELL WILL PROVIDE PDFS OF ALL CONSTRUCTION PLANS & DOCUMENTS TO CLIENT. 6. DREXEL BARRELL WILL NOT CHARGE MILEAGE FOR THIS PROJECT.										