

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 29<sup>th</sup> day of September 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 Merrick & Company, located at 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 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 2016.433 Land Surveyor Services/Topographic Land Surveys and the Contractor's response to the RFP 2016.433 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. Contractor's services shall be performed in a manner consistent with the care and skill exercised by professionals practicing in the same locality and specialty under the same or similar conditions. The foregoing is collectively referred to as the "Standard of Care".

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 complete by December 31, 2016.

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 fifty-one thousand nine hundred fifty dollars (\$51,950.00).

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 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: 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. REPRESENTATION:

9.1. The Contractor represents to the County that all services furnished under the Agreement are performed in accordance with the Standard of Care. For a period of one

year after final acceptance by the County, if services are found not to meet the Standard of Care, the Contractor shall re-perform such services at no cost to the County. The Contractor represents that the plans and specifications incorporated herein meet the Standard of Care. Should the Contractor fail to proceed promptly in accordance with this Article 9, the County may have such work performed at the expense of the Contractor.

## **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 terminate this Agreement, upon giving thirty (30) days written notice to the Contractor of such termination, an opportunity for Contractor to consult with the County, 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

Merrick & Company

Contact: Mr. Torin Haskell

Address: 5970 Greenwood Plaza Blvd.

City, State, Zip: Greenwood Village, CO 80111

Phone: 303-353-3610

2016.433 Survey Services CDBG/Merrick & Company

E-mail: [torin.haskell@merrick.com](mailto:torin.haskell@merrick.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.
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- 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:

County Manager's Office

Todd Leopold  
Todd Leopold, County Manager

9/29/16  
Date

Merrick & Company

Todd Beers  
Signature

9-23-2016  
Date

TODD BEERS  
Printed Name

PROJECT MANAGER  
Title

Attest:

Stan Martin, Clerk and Recorder

Channa  
Deputy Clerk

Approved as to Form:

D. Eelst  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

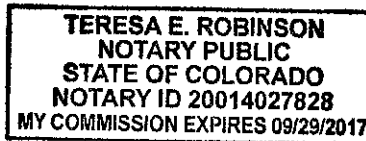
COUNTY OF ARAPAHOE

STATE OF COLORADO )SS.

Signed and sworn to before me this 23 day of SEPTEMBER, 2016,

by TODD BEERS

Teresa E Robinson  
Notary Public



My commission expires on: 9/29/2017



**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:**

MERRICK & COMPANY  
Company Name

9.23.2016  
Date

Todd Beers  
Signature

TODD BEERS  
Name (Print or Type)

PROJECT MANAGER  
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



Merrick & Company  
5970 Greenwood Plaza Blvd  
Greenwood Village, CO 80111  
Tel: 303-751-0741  
Fax: 303-751-2581  
[www.merrick.com](http://www.merrick.com)

June 24, 2016

Liz Estrada, Contract Administrator  
Purchasing Division of the Finance Department  
Adams County Government Center  
4430 South Adams County Parkway, Fourth Floor, C4000A  
Brighton, CO 80601-1234

**Subject: Topographic\Design Surveys for Sidewalks, RFP 2016.433**

Dear Liz,

Thank you for this opportunity to provide our proposal for land surveying services. Following is an outline of the scope of services, deliverables, schedule and value for Merrick & Company (Merrick) land surveying services for this project. Please review the following scope, schedule and cost and if they are agreeable, please provide the required contract documents and a notice to proceed.

**Merrick & Company (Merrick)**, hereinafter referred to as Surveyor, shall provide the tasks included in the Scope of Services section below (topographic\design survey). **Adams County** shall be hereinafter referred to as the client.

Based upon the information supplied by client (scope and survey requirements) in e-mail dated May 31, 2016, our field review, research and our experience in performing projects of a similar nature, our value for the following scope of services is identified below.

### **Background**

Adams County is accepting proposals for professional services associated with topographic/design surveys for the 2016 Adams County Community Development Block Grant (CDBG) Application (Project). The County anticipates reviewing topographic/design surveys between Tennyson Street and Lowell Boulevard, and West 52<sup>nd</sup> Avenue and West 54<sup>th</sup> Avenue. The intent is to increase ADA Accessibility in this area utilizing the 2016 Adams County CDBG. The ADA Accessibility Project will require survey of areas within and adjacent to the missing sidewalk segments and missing sidewalk ramps, as detailed below. The full width of the asphalt road adjacent to the missing items will also require survey.

The missing sidewalk segments to be surveyed for this project includes:

- Tennyson Street east sidewalk from West 52<sup>nd</sup> Avenue to West 53<sup>rd</sup> Avenue
- Raleigh Street east and west sidewalks from West 53<sup>rd</sup> Ave, north to the end of the street
- Quitman Street east and west sidewalks from West 53<sup>rd</sup> Ave, north to the end of the street
- Perry Street parts of the east and west sidewalks from West 53<sup>rd</sup> Ave, north to the end of the street
- Osceola Street east and west sidewalks from West 52<sup>nd</sup> Avenue to West 53<sup>rd</sup> Avenue
- Osceola Street east and west sidewalks on the most northern part of the street
- Newton Street east and west sidewalks from West 52<sup>nd</sup> Avenue to West 54<sup>th</sup> Ave
- West 54<sup>th</sup> Avenue parts of the north and south sidewalks from Newton Street to Lowell Blvd
- Meade Street parts of the east and west sidewalks from West 53<sup>rd</sup> Avenue to the end, north of West 54<sup>th</sup> Avenue

The missing sidewalk ramps to be surveyed for this project includes:

- Newton Street and West 54<sup>th</sup> Avenue
- Meade Street and West 54<sup>th</sup> Avenue

The above areas have been identified on the provided attachments to the RFP.

Portions of the Project survey may include properties outside of right-of-way. Private properties may only be surveyed with permission granted from the property owner. Permission must be documented and provided to the County for our records. Prior to commencement of survey activities, coordination is required between the surveyor and the County to verify the exact limits of the survey.

Adams County is requesting proposals for professional services from the consultants approved for the Surveying Services category of the RFQ 2015.472 solicitation – Non Project Specified Professional Services.

The goal for the Project will be to provide topographic/design surveys for Adams County. We have provided one Scope and cost proposal that covers all of the areas of interest.

Please see the description of the scope of work below and our additional notes identified by *bold italic* text.

### **Scope of Work**

*This project is located in Adams County Colorado in Section 18, Township 3 South, Range 68 West, 6<sup>th</sup> Principal Meridian. A field inspection of this area indicates that it is not a very busy area with occasional residential traffic. The data in the roadway should be able to be recorded during daylight hours with appropriate safety practices (i.e. road signs, field vehicle with flashing lights, cones, safety vests for all field staff, etc.). Research completed at the Adams County Recorder's office indicates that the majority of the areas of interest are within recorded subdivisions. The level of detail required as stated in the RFP has resulted in an*

*increased fee from a typical design survey. The indicated survey limits are from building face to building face and all items in between. If these limits were modified (i.e. 5 or 10 feet behind ROW) a reduction in fee would result. Subdivision plats include Berkeley Gardens, Melillo Subdivision, Pomponio, Lowell, RLS, Shangrila Gardens, Fischer Allen Condos Amended, Mondragon, WTW, Holt, Barleley Village PUD and West 52<sup>nd</sup> Avenue Condo. The ROW of desired roadways will be based upon a review of the subdivision plats and/or any land survey plats, ALTA surveys, etc. that may be recorded. Title commitments will not be acquired. No property corners will be set for this task. Vesting deeds will be acquired through the assessors/recorders offices. Note, due to no title commitments being acquired for these parcels, any easements of record not identified on the subdivision plats or in the vesting deeds may not be shown on the survey documents.*

A. Project Meetings (including meeting minutes – as authorized)

1. Initial Project Meeting (1)
2. Progress Meetings (4)

*Based upon the RFP we have included a fee for an initial project meeting and up to 4 progress meetings. We have estimated each meeting will be 2 hours in duration and minutes of the meeting will be provided by Merrick if requested. This fee can be reduced based upon the duration of each meeting and the number of meetings held.*

B. Surveying Services

1. Survey related information for separate Project areas may be provided to the County separately. This is expected and encouraged, though not required.

*We will break up the project based upon the various streets for the project. It is anticipated the areas will be presented as follows:*

- *Tennyson Street east sidewalk from West 52<sup>nd</sup> Avenue to West 53<sup>rd</sup> Avenue- Approximately 660 feet in length, east side only, approximately 10 properties*
- *Raleigh Street east and west sidewalks from West 53<sup>rd</sup> Ave, north to the end of the street-Approximately 350 feet in length, east and west side, approximately 10 properties.*
- *Quitman Street east and west sidewalks from West 53<sup>rd</sup> Ave, north to the end of the street-Approximately 600 feet in length, east and west side, approximately 17 properties.*
- *Perry Street parts of the east and west sidewalks from West 53<sup>rd</sup> Ave, north to the end of the street-approximately 650 feet in length, majority is on west side, approximately 10 properties.*
- *Osceola Street east and west sidewalks from West 52<sup>nd</sup> Avenue to West 53<sup>rd</sup> Avenue-Approximately 550 feet in length, east and west sides, approximately 18 properties.*

- *Osceola Street east and west sidewalks on the most northern part of the street- Approximately 130 feet in length, east and west sides, approximately 3 properties.*

*The following areas will be grouped together as one project:*

- *Newton Street east and west sidewalks from West 52<sup>nd</sup> Avenue to West 54<sup>th</sup> Ave-Approximately 1,230 feet in length, east and west sides, approximately 28 properties*
- *West 54<sup>th</sup> Avenue parts of the north and south sidewalks from Newton Street to Lowell Blvd-Approximately 200 feet in length, approximately 5 properties.*
- *Meade Street parts of the east and west sidewalks from West 53<sup>rd</sup> Avenue to the end, north of West 54<sup>th</sup> Avenue-Approximately 650 feet in length, approximately 9 properties.*

2. Obtain signed permission from the property owner(s) in order to enter private properties.

*For this project, the majority of the property owners are residential. We will use CDOT form 730 as a standard documentation for right of entry (ROE). However, this can take time tracking down the appropriate authorized staff to sign the ROW form. We propose that the County provide a letter of understanding what the purpose of this project will be to inform the owners and ease the process of ROE approval for each property. There are approximately 125 properties to contact for this effort. In addition, prior to entering the property for surveying, the field staff will knock on the front door of the residence to announce their presence.*

3. Provide the location of all subsurface utilities within each of the survey sites.

*Underground utilities will be marked on the ground surface by a utility locator and recorded. The cost for the utility markings is included in the fee below. For depths of top of pipe such as water and gas lines that may be present, they will need to be potholed. The fee for potholing is \$210/hole for soft surface and \$265/hole for hard surface. Traffic control to support the potholing effort will be \$920/day. The fee for potholing and traffic control to support the potholing has not been included in the fee below. This fee will be determined based upon the City's review of the survey data and design considerations.*

4. Provide a topographical/design survey that is sufficient for review of the respective area.
5. Supplement topographical survey with horizontal and vertical information on:
  - a. Edges and types of pavement, including curb, gutter, sidewalks and cross pans.
  - b. Pavement markings and existing signage
  - c. Ditch flowline and top of bank
  - d. Top and bottom of retaining walls (provide type of walls)

- e. Sizes and types of trees and shrubs.  
*The types of trees and shrubs will be identified as either deciduous or coniferous. The size of the tree will be the tree diameter at breast height and the size of the shrub will be the diameter of the drip line.*
  - f. Sizes and types of fences
  - g. Mailboxes, including size of base accurately shown  
*If multiple mailboxes are located at a particular location we will note the number of mailboxes.*
  - h. Sizes and types of storm drainage pipes  
*Measurements of the storm system will be made through manholes and may be approximate due to the configuration of the manholes. Note-field staff will not enter any manhole in order to record measurements.*
  - i. Elevations of stormwater pipe inverts
  - j. Sizes and types of stormwater inlets
  - k. Manholes
  - l. Riprap and/or concrete spillways
  - m. Sizes and types of water lines
  - n. Sizes and types of irrigation main lines  
*Irrigation lines are typically private and unless marked by the private owner or the underground utility company we will only be able to record surface evidence of the irrigation system such as an irrigation control box if it is not buried.*
  - o. Sizes and types of sanitary sewer pipelines  
*Measurements of the sanitary system will be made through manholes and may be approximate due to the configuration of the manholes. Note-field staff will not enter any manhole in order to record measurements.*
  - p. Sizes and types of gas mains
  - q. Electric (underground and aboveground), cable, fiber optic and telephone lines
  - r. Electrical vaults, boxes and cabinets
  - s. Dry utility pedestals and cabinets
  - t. Street lights including size of base accurately shown
  - u. Traffic signals and pedestrian signals, including size of base accurately shown
  - v. Property and/or monument signage
  - w. Other features that might affect the Project
6. The horizontal and vertical accuracy shall be at 1/10 foot for landscape areas and 1/100 foot for hardscape areas and utilities.

*The accuracy requirements as identified in the RFP determines the technology to be used in the collection of the field data. All data on hard surfaces will be recorded using conventional surveying equipment/technology. GPS technology will not achieve the 0.01' accuracy in elevation.*

7. Produce a topographic/design survey plans at a legible scale.

*We will provide a total of seven (7) plans as identified above in section B. 1 Surveying Services.*

8. Copies of all survey field notes, maps, electronic drawing files, etc., shall be furnished to the County with the final deliverables. (This includes copies of the acknowledgement signed by property private owners indicating they have permitted the surveyor to access the property).
9. Establish at least two (2) temporary (site) benchmarks/control points based upon the North American Vertical Control Datum -1988 (NAVD88) for each project area. Locations of temporary site benchmarks shall be at opposite ends of the area and in a location where potential disturbance will be minimal. Horizontal control shall be tied to two (2) Public Land Survey System (PLSS) section corners for each survey site.

*We will set a minimum of two control points (#5 rebar, 18" long, with a 2" aluminum cap) at the edge of the ROW in order to minimize the potential to be destroyed by future construction. The two control points will be set at the northeast and southwest limits of the project and will not be inter-visible. In addition, in order to support the use of conventional surveying instrumentation, we will set approximately 20 temporary control points (i.e. pk nails or 60D nails) throughout the project. The positions and elevation of the control points will be indicated on the survey document. The control points will be based upon the Adams County control station "Hidden" with checks on secondary Adams County control stations 95.0246, 95.0245 or 95.0244. Differential leveling will be completed between the new control stations set and tied into station 95.0245 (vertical datum NAVD88). US Survey feet will be the unit of measure for the survey.*

*The Merrick project manager is very family with the Adams County control network as he participated in the establishment of the network (while employed with another firm)*

*A minimum of two PLSS section, quarter-section, or sixteenth corners will be recorded. The subdivision plats and the metes & bounds parcels are tied to the PLSS corners and the referenced corners will be researched, recovered and recorded. No section corners will be set as part of this survey task.*

10. Obtain all necessary vesting deeds and subdivision plats to establish right-of-way and private property ownership.
11. Copies of all vesting deeds and subdivision plats used to establish right-of-way shall be furnished to the County.
12. Locate all land corners necessary for the establishment of right-of-way. Land Survey Monument Records shall be deposited according to Colorado Revised Statutes for all PLSS monuments used (or established) and copies provided to the County.

*A search for each property corner identified on the subdivision plats or other surveys that may have been recorded along the project road alignments will be searched for and recorded if present. A monument record will be provided for each PLSS corner recovered. Note, the ROW will be determined based upon the subdivision plats, other recorded surveys and/or vesting deeds (approximately 125*

*properties to acquire vesting deeds), if the ROW has been modified by documents outside these items, the modified ROW may not be represented in the drawing.*

13. Map the existing contours at one-foot major contour intervals in the vicinity of the project area as directed by the County and provide 0.2 foot minor contours.
14. Existing conditions survey *for each of the (7) sites listed* shall be to scale at and made available on 22" x 34" and true scale reductions at 11" x 17".
15. Survey drawings shall show and call out permanent survey monuments, existing right-of-way, property ownership line, section lines, and section corners with ties to the existing survey monuments, existing drainage way crossing locations, drainage way channels, culverts, utilities, and all necessary information that may be used for design. Project site benchmark(s) and any project benchmarks shall be described.

*The property ownership lines will be identified by the recorded subdivision plats and evidence of occupation (i.e. fences, shrub lines, landscaped areas, etc.). A property survey will not be completed as part of this task.*

16. Survey must be submitted in both PDF and AutoCAD Civil 3D 2013 format.
17. Survey information in Computer Aided Design (CAD) format shall be submitted in AutoCAD Civil 3D 2013 format. The submitted drawing(s) shall include all items displayed in the existing conditions drawing, all externally referenced material, and all CAD information and data used in creation of the existing surface and topography including any drawings, feature line data, point data, or other surfaces used. Additional CAD-related data and / or support data used in the creation of the requested files may be required by the County.

Merrick & Company will contact you if unexpected conditions or situations are encountered that may adversely affect the project's budget or schedule. If any such situations are encountered Merrick will work with the client to find solutions to keep the project on track.

The following items will be the client's responsibility:

- Access to the project site.
- Letter stating the purpose of the survey work to be performed to share with adjacent parcel owners
- All contact regarding comments to the survey will be through the client (preferably in writing).
- Maps or other records pertaining to the sanitary and storm systems in the areas (if available)

### **Schedule**

We can commence work the week ending July 9, 2016, after receiving notice to proceed. Merrick will supply the County the first completed topographic\design survey for review approximately 2 weeks later (or earlier) after notice to proceed, barring any delays due to inclement weather. Additional survey deliverables will be provided weekly thereafter.



## Deliverables

Merrick will prepare a topographic\design survey of each area that will include the following:

- The existing contours at one-foot major contour intervals in the vicinity of the project area as directed by the County and provide 0.2 foot minor contours will be mapped.
- Existing conditions survey for each of the seven (7) sites listed shall be to scale at and made available on 22" x 34" and true scale reductions at 11" x 17".
- Survey drawings shall show and call out permanent survey monuments, existing right-of-way, property ownership line, section lines, and section corners with ties to the existing survey monuments, existing drainage way crossing locations, drainage way channels, culverts, utilities, and all necessary information that may be used for design. Project site benchmark(s) and any project benchmarks shall be described.
- Survey must be submitted in both PDF and AutoCAD Civil 3D 2013 format.
- Survey information in Computer Aided Design (CAD) format shall be submitted in AutoCAD Civil 3D 2013 format. The submitted drawing(s) shall include all items displayed in the existing conditions drawing, all externally referenced material, and all CAD information and data used in creation of the existing surface and topography including any drawings, feature line data, point data, or other surfaces used. Additional CAD-related data and / or support data used in the creation of the requested files may be required by the County.

## Fees

**Topographic\Design Survey Areas 1-7**

**\$51,950.00**

## Exceptions to RFP Insurance section:

In consultation with our insurance carrier, we would like to modify the insurance requirements identified below.

- 1) Section 5.7 requires the policy to be endorsed to provide 30 days' notice of cancellation/suspension of insurance. Acord Form 25 no longer provides for notice. If this is something the County must have, we can request from our insurers, but it will take at least thirty days for us to get this endorsement. Merrick will provide notice directly to the County.
- 2) Section 5.10 -Our Professional Liability insurance policy doesn't allow us to name the County as an additional insured, and doesn't allow us to exclude the "Other Insurance Provision" from applicability. We propose the following language modification for this section:

5.10-All referenced insurance policies, except Professional Liability Insurance, 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.

Note: Merrick provides "professional services" as provided by the Brooks Act (40 U.S.C. 1101 et. seq.). Brooks Act procurements are determined by qualification-based selection (QBS) for professional services that are specifically defined in the act as "architectural and

engineering services". Therefore, we believe this should not be flowed down to Merrick's contract.

We appreciate this opportunity and are committed to helping you successfully achieve your project goals. Please don't hesitate to call me if you have any questions or comments regarding this proposal.

Todd Beers

Todd G. Beers, PLS  
Geomatics Project Manager  
Merrick & Company  
303-353-3528



**ADAMS COUNTY**  
**COLORADO**

**ADAMS COUNTY, COLORADO**  
**PROPOSAL FORM**  
**2016.428 SURVEYING SERVICES FOR**  
**TOPOGRAPHIC/DESIGN SURVEYS**  
**PROPOSAL SIGNATURE PAGE**

**VENDOR'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.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda #\_\_\_ Addenda #\_\_\_ Addenda #\_\_\_ NONE

If None, Please write NONE.

Merrick & Company 6-24-2016  
COMPANY NAME DATE



Corporation 84-0499702  
TYPE OF ENTITY (CORPORATION, TAX IDENTIFICATION NUMBER  
GENERAL PARTNERSHIP, ETC.)

Colorado  
STATE OF INCORPORATION,  
IF APPLICABLE

5970 Greenwood Plaza Boulevard  
ADDRESS *Peter Binney*  
SIGNATURE

Greenwood Village, CO 80111 Peter Binney  
CITY, STATE, ZIP CODE PRINTED SIGNATURE

303-751-0741 303-751-2581 peter.binney@merrick.com  
TELEPHONE NUMBER FAX NUMBER or EMAIL ADDRESS

Arapahoe Vice President of Infrastructure  
COUNTY TITLE (Corporate Officer/Manager/General or  
Registered Agent, or General or Managing Partner)

(Seal - If Proposal is by a Corporation)