

Purchase Order Number 11641

This Number Must Appear on all
Invoices, Packing Lists, and Packages**ADAMS COUNTY
PURCHASE ORDER**Page 1 of 1
Order Date: 05/20/14
Requested Date: 05/20/14
Cost Center: 5018

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 & COMMUNITY RESOURCES 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	ENGINEERING SERVICE PER ALL TERMS CONDITIONS AND SPECIAL INSTRUCTIONS IN RFP 2014.034-Attached		EA	0.0000	143,120.00	6107.9125 W 61070905	00004824

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 143,120.00
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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 #98-03569Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050
112154 TIERNEY, JENNIFER D

ADAMS COUNTY AUTHORIZED SIGNATURE

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12th day of May 2014, 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 and Company, located at 1800 38th 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 2014.034 and the Contractor's response to the RFP 2014.034 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, and approved by the Adams County Board of County Commissioners.

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: One hundred forty-three thousand one hundred twenty dollars (\$143,120.00).

- 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 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. Assign Ability: 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 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
Contact: Marc Pedrucci
Address: 9755 Henderson Road
City, State, Zip: Brighton, CO 80601
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, Darrell and Company
Contact: Michael Middleton
Address: 1800 38th Street
City, State, Zip: Boulder, CO 80301
Phone: 303-442-4338
E-mail: mmiddleton@drexelbarrell.com

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 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. The 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 the 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


Chairman

5-12-14
Date

Drexel, Barrell and Company


Signature

5/7/2014
Date

Michael D. Middleton
Printed Name

Principal
Title

Attest:

Karen Long, Clerk and Recorder


Deputy Clerk



Approved as to Form:


Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Boulder)

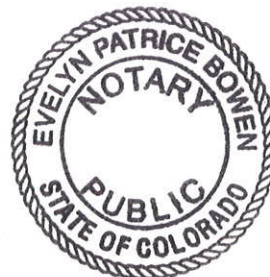
STATE OF COLORADO)SS.

Signed and sworn to before me this 7 day of MAY, 2014,

by Michael D. Middleton,

Evelyn Patrice Bowen
Notary Public

My commission expires on: 6/14/15



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

5/7/14

Date



Signature

Michael D. Middleton

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 accepting proposals for Professional Engineering Consultants for the design, permitting, bidding, construction services, and all necessary services as specified in this Request for Proposals for development of the South Platte River Trail from 108th Avenue to extend to 120th Avenue, which includes a pedestrian bridge over the South Platte River, a pedestrian bridge over the Bull Seep, and approximately 9,000 lineal feet of concrete trail.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
 - 2.1. Vendors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through February 18, 2014. All questions are to be submitted to Jennifer Tierney by E-mail at jtierney@adcogov.org.
4. An Addendum to answer all questions will be issued no later than February 20, 2014.
5. There will be a **Mandatory Pre-Proposal conference** on February 12, 2014, at 2:00 p.m. The location of the pre-bid will be at the Adams County Regional Park offices located at 9755 Henderson Road, Brighton, CO 80601.
6. Proposals
 - 6.1. 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, Suite C4000A Brighton Colorado 80601, up to 2:00 p.m. on February 26, 2014.
 - 6.2. The proposal opening time shall be according to our clock.
 - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 6.4. 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.
 - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 6.6. The proposal must be submitted on a CD in a single PDF file not to exceed 30 pages. Brochures or other supportive documents may be included with the proposal narrative.

- 6.7. 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**.
- 6.8. 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 months from the date of this opening.
- 6.9. 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.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. 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:
- 6.12. 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.
- 6.13. 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.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. 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.
- 6.16. 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:
- 6.16.1. Any Proposal which does not meet bonding requirements, or,
- 6.16.2. Proposals which do not furnish the quality, or,

- 6.16.3. Offer the availability of materials, equipment, or services as required by the specifications, description, or scope of services, or,
 - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 6.16.5. Proposals which are not made to form.
- 6.17. 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.
- 6.18. Issuance of this solicitation does not commit the County to award any Agreement, or to procure an Agreement for any equipment, materials, or services.
- 6.19. If a formal Agreement is required, the Contractor agrees and understands 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.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted by telephone, E-mail, or facsimile machines are not acceptable.
7. Adams County is an equal opportunity employer.
8. 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.
9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 9.1.1. Each Occurrence \$1,000,000
 - 9.1.2. General Aggregate \$2,000,000
 - 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 9.2.2. Personal Injury Protection Per Colorado Statutes
 - 9.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 9.4.1. Each Occurrence \$1,000,000

- 9.4.2. 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.
- 9.5. 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:
- 9.5.1. 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.
- 9.5.2. 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.
- 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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.
- 9.9. 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.
- 9.10. 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.
- 9.11. 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.

- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 9.13. 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.
10. 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. 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:
- 11.1. 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.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.

- 11.6. 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.
- 11.7. 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).
- 11.8. 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

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Background

12. The South Platte River Trail (SPRT) is the main recreational artery through the Denver metropolitan area. The Adams County Parks and Community Resources Department (Parks Department), in partnership with Urban Drainage and Flood Control District (UDFCD), has constructed over 12 miles of the SPRT within Adams County since the 1980's. The Parks Department is currently seeking engineering and construction management services for nearly a two mile segment of the SPRT between 108th Avenue and 120th Avenue that includes two pedestrian bridges: 1) across the South Platte River near 120th Avenue and 2) across Bull Seep near 108th Avenue being extended. In addition to the two pedestrian bridges, this project will also include design and construction of approximately 9,000 lineal feet of 10' wide concrete trail. The project includes developing 100% construction documents, including plans and specifications, preparing an opinion of probable construction cost for the bridges, permitting, and construction management services.

The engineering effort will entail structural design of the center pier and abutments for the approximately 250-foot span bridge across the South Platte River and approximately 50-foot span bridge across the Bull Seep. The Consultant will coordinate directly with pedestrian bridge manufacturers and examine loadings applied to the bridge, center pier, abutments, and design supports/foundation based upon current codes. A geotechnical investigation and field survey will be required to support recommendations for the design of the pedestrian bridges and associated support structures.

The Consultant will develop all local, state and federal permits, agreements, and approvals required for construction of the pedestrian bridge. This task will include direct coordination with the U.S. Army Corps of Engineers, Adams County Transportation Department, City of Commerce City, Denver Water, and other agencies as necessary. A Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) are not anticipated for this project. If a CLOMR and/or a LOMR are ultimately required for this project, the Consultant shall perform the work necessary to obtain a CLOMR/LOMR upon authorization by the County as a Supplemental Service. The Consultant will perform any required hydraulic analyses per FEMA and Adams County guidelines. Required permits for the project are anticipated to be: 1) ADCO Floodplain Use Permit and Stormwater/Erosion Control Permit; 2) USACE 404 Permit; 3) T & E Species Clearance from the USFWS; and 4) City of Commerce City Floodplain Use Permit, Grading Permit, and Stormwater/Erosion Control Permit and 5) CDPHE Stormwater and Dewatering Permits.

The Consultant will prepare the final plans and specifications for bidding and a Construction Cost Estimate. The Consultant will attend a pre-bid meeting, assist the Parks Department with responding to bidder questions, and prepare addenda based upon bidder comments.

The Consultant will provide general services to the Parks Department during construction of the pedestrian bridges and concrete trail. The Consultant will act as the County's representative and administrator for the construction contract. The Consultant will review shop drawings and submittals, respond to requests for information (RFI's), and recommend Change Orders as needed. The Consultant will also visit the site during construction to provide technical assistance and to observe the progress and quality of the various aspects of project.

13. Scope of Work

13.1. Project Management -- TASK 1

- 13.1.1. Project Schedule-A project schedule will be developed in Microsoft Project (.mpp) or other acceptable format. Awardee will forward one (1) electronic copy (.pdf) of the schedule to the Parks Department for use during project execution. Consultant will update the schedule periodically on an as needed basis to reflect any substantive changes to the schedule.

13.2. Project Coordination

- 13.2.1. Consultant will conduct monthly progress meetings (3 assumed), as needed, throughout the course of the project's design and permitting phase. Consultant will hold a monthly progress meeting at the Parks Department offices to update project progress, schedule, and specific design issues. (These 3 monthly progress meetings are in addition to the kickoff meeting, 60% design review meeting, and 90% design review meeting. The design and permitting phase is assumed to require 6 months). Meeting minutes and summaries of action items from these meetings will be prepared by Consultant and emailed to attendees.

13.3. Task 1 Deliverables

- 13.3.1. Project schedule
- 13.3.2. Meeting minutes of 3 monthly progress meetings

13.4. Data Acquisition and Site Investigations -- TASK 2

- 13.2.1. Kickoff Meeting and Site Visit Consultant will conduct/participate in a project kick-off meeting with County staff and selected stakeholders. The kick-off meeting will address the following:
 - 13.2.1.1. Goals and expectations
 - 13.2.1.2. Project and scope overview
 - 13.2.1.3. Schedule
 - 13.2.1.4. Review of information currently available
 - 13.2.1.5. Requests for additional information
 - 13.2.1.6. The kick-off meeting will include a visit to the project site by the Consultant, County staff, and stakeholders to assess and confirm site conditions and further identify project issues
- 13.2.2. Document Review-Consultant will obtain information regarding the project and project site, as available. The Parks Department will provide the Consultant with a copy of "South Platte River 112th to 120th Avenue Pedestrian Trail Alignment (September 2010)" and the "IGA between Adams County, Denver Water, and South Adams County Water & Sanitation District for the South Platte River Trail (dated July 10, 2013)". Consultant will contact County staff and UDFCD staff to identify the extent of current aerial photography, a Flood Hazard Area Delineation (FHAD), and existing hydraulic modeling. Consultant will review all information obtained and incorporate pertinent data into the projection on an as-needed basis.
- 13.2.3. Field Survey-Consultant will obtain topographic, planimetric and utility surveys of the project area. Surveying and mapping will be conducted in a manner that conforms to applicable County criteria, standards, and specifications.

Project site mapping will include 4 cross-sections in the South Platte River channel each extending 100 feet on either side of the top of the channel bank; all cross-sections will be located within approximately 500 feet of the bridge location. In addition, Consultant will survey spot elevations on each bank near the bridge locations to obtain sufficient topographic data to design the location where the bridge will connect to the trail. Project area topographic mapping will be developed so that the data can be used in AutoCAD software to develop proposed contours and analyze project volumetrics. The topographic survey will develop 1.0-foot contour topography using NAVD88-92 vertical datum.

Planimetric mapping will include all surface features including the identification of adjacent property boundaries, easements, and rights-of-way that may be affected by the proposed work.

The Consultant will establish a construction baseline with temporary benchmarks on either side of the channels at both bridge locations that will be utilized throughout the project to locate existing and proposed facilities. Project benchmarks will be tied to permanent land survey system monuments and located utilizing County standard horizontal and vertical datums and coordinate system.

The Consultant will locate project geotechnical borehole locations as well as sensitive habitat such as jurisdictional wetlands, if necessary, and at the appropriate time.

- 13.2.4. Geotechnical Investigation-Consultant will provide geotechnical services to support recommendations for the design of the two pedestrian bridges and associated support structures. At this time, geotechnical services are assumed to include borings, laboratory sample testing, and design recommendations included within a draft and final Geotechnical Investigation report. For the proposal, the Consultant should assume four borings: one on each bank of the river at the 120th Avenue/South Platte River Pedestrian Bridge crossing, and on each bank of the Bull Seep at the location of the Bull Seep Pedestrian Bridge crossing. Design recommendations for the center pier for the South Platte Pedestrian Bridge will be interpreted from the borings taken on each bank of the river.

- 13.2.5. Utility Investigation -Investigation of the presence and location of existing utilities will be required. The utility survey will include horizontal identification of subsurface, surface and overhead utility structures in the vicinity of the existing channels (South Platte and Bull Seep) that could be affected by the proposed construction. Utilities will be mapped based on record drawings and GIS coverage from Utilities and Agencies. The County assumes that there are no utility conflicts; however, should utility relocations be required as a result of the utility investigation, Consultant will provide relocation plans upon authorization by the County as a Supplemental Service.

13.2.6. Task 2 Deliverables

13.2.6.1. Kickoff Meeting minutes

- 13.2.6.2. Field Survey
- 13.2.6.3. Geotechnical Investigation
- 13.2.6.4. Report Utility Survey

13.3. Preliminary Design- TASK 3

13.3.1. Using the survey data, Consultant will develop a site plan that will be used as the basis for hydraulic modeling and initial coordination with stakeholders. In addition to the site plan, Consultant will develop a list of specifications. No construction cost estimate is required as a part of this task. Bridge locations have been previously determined and no site location analysis is required.

13.3.2. Task 3 Deliverables

- 13.3.2.1. Site Plan Drawing.
- 13.3.2.2. List of Technical Specifications

13.4. Hydraulic Analysis - TASK 4

13.4.1. Consultant will update the regulatory floodplain hydraulic model (HEC-RAS) contained in the UDFCD's South Platte River in Adams County report. This model shall use base mapping data from the 2002 Major Drainageway Planning South Platte River in Adams County, Colorado Phase B Report to incorporate cross-sections upstream and downstream of both bridge locations that will be used to predict flood flow characteristics within the project area. This will be the existing conditions HEC-RAS model.

13.4.2. Consultant will utilize the existing conditions HEC-RAS model to assess the impacts of proposed improvements on regulatory (100-year) flow in the South Platte River. This model will be called the proposed conditions HEC-RAS model and will be used to determine grading requirements for no-rise hydraulic conditions.

13.4.3. Consultant shall use the proposed conditions hydraulic model to perform a bridge and pier abutment scour analysis for the 100-year event for both pedestrian bridges. A hydraulic analysis is not anticipated to be required for the Bull Seep. Consultant shall run drainage calculations on the tributary area above the proposed pedestrian crossing and design accordingly.

13.4.4. Task 4 Deliverables

- 13.4.4.1. Existing Conditions HEC-RAS model with 100-year regulatory flow.
- 13.4.4.2. Proposed Conditions HEC-RAS model with 100-year regulatory flow.
- 13.4.4.3. Tabular results of the scour analysis for the proposed conditions model and maximum predicted scour depth.
- 13.4.4.4. Hydraulic report summarizing results of the hydraulic analysis.
- 13.4.4.5. Floodplain workmap.

13.5 Design Development: Drawings and Specifications – TASK 5

13.5.1. Consultant will begin the development of design drawings upon completion of the hydraulic analysis (Task 4). Consultant will develop design drawings that will be taken to a 60 percent design level of completion. Consultant will lead a

design workshop with the County, UDFCD, and other stakeholders as a part of this task.

- 13.5.2. 60 Percent Design Drawings-The intent of the 60 Percent Design Drawings deliverable is to set-up the site plan, grading, and structural sheets, and provide typical details; site-specific details should not be included in the drawings until the 90 percent design set. Drawings should include a minimum of a cover sheet, a general notes and symbols sheet, site plan, cross-section sheets, erosion and sediment control detail sheets, and typical civil and structural detail sheets. Bridge locations have been previously determined during the Preliminary Design task and no site location analysis is required.
- 13.5.3. Specifications In addition to the 60 percent drawings, Consultant will develop draft technical specifications, measurement and payment, and a bid tabulation sheet for the 60 percent design deliverable. Consultant will also incorporate front-end specifications provided by the County as the general contract conditions for the specifications.
- 13.5.4. Cost Estimate-Consultant will develop an opinion of probable construction cost based on the 60 percent design drawings.
- 13.5.5. Task 5 Deliverables
 - 13.5.5.1. 60 percent complete design drawings.
 - 13.5.5.2. 60 percent complete technical specifications.
 - 13.5.5.3. 60 percent design review workshop documentation.
 - 13.5.5.4. Bid tabulation sheet based on the 60 percent design.

13.6 Regulatory Coordination and Permitting – TASK 6

- 13.6.1 Consultant will assist the County in obtaining necessary regulatory approval for implementation of the proposed channel improvements. This task will include initial contact with relevant regulatory agencies (e.g., USACE, CDPHE) as well as Adams County and City of Commerce City plan review departments to identify submittal and permit application requirements, permit and submittal review schedules and application and submittal fees, if any. The County recommends a proactive approach to regulatory approval that includes early involvement by permitting agencies and other stakeholders, as necessary, to identify issues and challenges early in the project. Permits, agreements and approvals for the channel improvements for both the South Platte River and Bull Seep will be required from local, state and federal agencies as described below. Costs for any permit applications will be paid by Adams County. Permit applications will be submitted during final design (Task 7) at the 90 percent level of completion.
- 13.6.2 Federal Permits-Depending upon the location of the bridge piers and construction activity, the South Platte River channel, the Bull Seep channel, and potentially adjacent wetlands could be affected by construction. Therefore, federal involvement will occur through Clean Water Act section 404 permitting (404 Permit) as administered by the U.S. Army Corps of Engineers (USACE) for a crossing of the South Platte River, considered by the USACE as a jurisdictional Waters of the US. The County assumes that a Nationwide Permit #14 for Linear Transportation Crossings will be required. County also assumes that an Individual 404 Permit, which requires additional analyses and other application

submittal materials, will not be required. Consultant will perform a jurisdictional wetland delineation and prepare a wetland findings report for submittal by the Parks Dept. to the USACE. The Parks Department assumes no wetland mitigation will be required. Habitat studies and/or surveys of threatened and endangered (T&E) species will be required by the U.S. Fish and Wildlife Service (Service) as part of the USACE 404 permit. Consultant will provide habitat assessment for Ute ladies tresses' orchid. If habitat is observed, surveys of this species will be required. Based on previous known occurrences of this species in the project vicinity, the County assumes that T&E surveys will not be required for this project. To satisfy requirements of the Migratory Bird Treaty Act of 1918, any disturbance that will occur in known nesting areas during the nesting season of migratory birds must be reported to the Service. Consultant will identify migratory bird nesting areas within the project area and make construction schedule recommendations to avoid these areas during nesting season.

13.6.3 State Permits A stormwater construction permit and dewatering/diversion permit from the Colorado Department of Public Health and Environment (CDPHE) will be required. While these permits will be obtained by the contractor, Consultant will provide construction drawings needed for the application submittals.

13.6.4 Local Permits-This project falls within two jurisdictional boundaries, un-incorporated Adams County and the City of Commerce City. The southern portion of the project including the Bull Seep Bridge falls within Commerce City, while the northern portion of the project including the South Platte Pedestrian Bridge is within un-incorporated Adams County. Permits and reviews will be required by both Adams County and the City of Commerce City. The Adams County Public Transportation Dept. - Engineering will require a Floodplain Use Permit for construction in the floodway. The City of Commerce City has indicated that the following permits will be required for the work within Commerce City's boundaries: 1) Floodplain Use Permit, 2) Grading Permit, and 3) Stormwater Permit. Specific permits/reviews/approvals required will be confirmed following meetings with the Adams County Transportation Dept. and City of Commerce City Public Works Department. Consultant will develop the Floodplain Use Permit using the results from the hydraulic analysis and provide the Parks Department with digital documents in PDF format for distribution to the appropriate Adams County departments for review purposes. Consultant will also coordinate with the Urban Drainage and Flood Control District as a reviewing agency.

13.6.5 Task 6 Deliverables

13.6.5.1 One hard copy and one electronic copy of completed permit applications, including 404 Permit application and ADCO Floodplain Use Permit application, which will be submitted to regulatory agencies by Adams County Parks Department.

13.6.5.2 One hard copy and one electronic copy of the Habitat Assessment Report for submittal by Adams County Parks Dept. to the USFWS.

13.6.5.3 One hard copy and one electronic copy of the jurisdictional wetland delineation and the wetland findings report for submittal by Adams County Parks Dept. to the USACE.

- 13.6.5.4 One hard copy and one electronic copy of required Commerce City permits, anticipated to be a Floodplain Use Permit, Grading Permit, and Stormwater Permit, for submittal by Adams County Parks Dept. to the City of Commerce City.

13.7 Final Design: Drawings and Specifications – TASK 7

- 13.7.1 Based upon the 60 percent workshop comments, Consultant will develop 90 percent drawings and technical specifications for review by the County. Consultant will also develop bid documents upon approval of the 90 percent design drawings by the County and Commerce City.

- 13.7.2 90 Percent Design Documents-Consultant will prepare a complete set of drawings for the South Platte River and Bull Seep Pedestrian Bridges and approximately 9,000 lineal feet of 10' wide concrete trail. Consultant will examine loadings applied to the bridges, center pier(s), and abutments and design supports/foundation as necessary based upon current codes and loadings to be provided by a pedestrian bridge manufacturer. Drawings will incorporate construction BMPs sufficient for a stormwater management plan.

Consultant will prepare bid form, measurement and payment, and technical specifications. Consultant will incorporate Adams County front-end specifications (i.e., general conditions) provided by Adams County (including advertisement for bids, instructions to bidders, notice of award, and other items Adams County required in the Specifications).

Consultant will submit the 90 percent plans and specifications to the County for review. The submittal will include four (4) copies of the plans and specifications, and electronic versions of the drawings and specifications. Consultant will attend a 90 percent design review workshop to address comments from the 90 percent design review.

- 13.7.3 Bid Documents-Once comments from the 90 percent submittal review are addressed, Consultant will prepare the final plans and specifications for bidding. Consultant will provide an electronic copy of drawings, front end documents, and technical specifications in a format determined by the County. Consultant will provide: one (1) signed and sealed full-size set of plans and the final specifications. Plans must be signed by a Professional Engineer registered in the State of Colorado. Consultant will provide an electronic copy of a final AACE Class 1 Engineer's OPCC for use as the Engineer's Estimate.

13.7.4 Task 7 Deliverables

- 13.7.4.1 90 percent review sets of bid documents which shall include four (4) full-size sets of drawings and electronic versions of the drawings and the technical specifications.

- 13.7.4.2 90 percent design review workshop documentation.

- 13.7.4.3 Final bid documents – plans and specifications.

- 13.7.4.4 Final opinion of probable construction cost.

13.8 Bidding Services – TASK 8

13.8.1 Consultant will conduct/attend one (1) pre-bid meeting, assist the Parks Department with responding to bidder questions, and provide meeting minutes. Consultant will prepare up to two draft addenda based upon bidder comments and will forward to the Parks Department for approval and issuance. Consultant will assist the Parks Department in reviewing the bid forms (check accuracy, comment on balanced bids) and bidder qualifications (check references). Consultant will forward a recommendation for award based upon the bid review.

13.8.2 Task 8 Deliverables

13.8.2.1 Pre-bid meeting minutes

13.8.2.2 Bid evaluation and recommendation for award

13.8.2.3 Addenda material

13.9 Construction Services – TASK 9

13.9.1 Consultant will provide general services to the Parks Department during construction of the project. Consultant will consult with and advise County and act as County's representative. Consultant will attend one pre-construction meeting and up to ten construction progress meetings. Consultant will conduct site visits to observe the Contractor's general progress on the Project.

13.9.2 Engineering Services

13.9.2.1 Consultant will be responsible to perform the following services on an as needed basis:

13.9.2.1.1 General administration of construction contract: Consultant shall consult with and advise County and act as County's representative as provided in the Standard General Conditions.

13.9.2.1.2 Shop drawing and submittal review: Consultant will review and approve of (or take other appropriate action) Shop Drawings and Samples and other data which Contractor is required to submit.

13.9.2.1.3 Requests for Information (RFI's); Field Orders: Consultant will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

13.9.2.1.4 Evaluation of substitute materials: Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13.9.2.1.5 Inspections and materials testing: Consultant may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by law, rules, regulations, ordinances, codes, orders or the Contract Documents. Construction testing services will include pile driving observations, concrete reinforcing

steel placement observations, concrete materials testing, and soils moisture-density testing.

13.9.2.1.6 Defective work: Consultant shall have authority to disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

13.9.2.1.7 Change Orders and Work Change Directives: Consultant will recommend Change Orders and Work Change Directives to County as appropriate, and shall prepare Change Orders and Work Change Directives as required.

13.9.2.1.8 Consultant shall assist the County's Project Manager in taking action or making recommendations in the following situations:

13.9.2.1.8.1 Disagreements between County and Contractor

13.9.2.1.8.2 Applications for payment

13.9.2.1.8.3 Review work completion documents

13.9.2.1.8.4 Determination of substantial completion

13.9.2.1.8.5 Final notice of acceptability of the work

13.9.3 Site Visits

13.9.3.1 Consultant will visit the site upon request of the Parks Department to provide technical assistance to the County's Project Manager. Consultant will attend construction progress meetings as requested by the Parks Department. Consultant will make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work. Visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to Consultant in the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Consultant shall keep County informed of the progress of the work. Consultant should assume 100 hours of site visits, in addition to the pre-construction meeting and the ten construction progress meetings, for purposes of this RFP.

13.9.3.2 Deliverables

13.9.3.2.1 Pre-construction meeting minutes

13.9.3.2.2 Construction progress meeting minutes

- 13.9.3.2.3 Responses to Requests for Information (RFI's) in support of the County's Project Manager with regards to change orders and work change directives, evaluation of substitute materials, applications for payment, review of work completion documents, determination of substantial completion and final notice of acceptability of work
- 13.9.3.2.4 Shop drawings and submittal review records
- 13.9.3.2.5 Construction observation reports related to pile driving observations and concrete reinforcing steel placement observations
- 13.9.3.2.6 Concrete materials testing and soils moisture-density testing reports, prepared by the Consultant's geotechnical firm

14. Proposal Format

- 14.1. The Consultant shall submit five (5) copies of the proposal not to exceed ten (10) pages in length, excluding cover pages, dividers, resumes, and attachments. The proposal shall include the following:
- 14.2. A brief description of the Consultant or Consultants that are undertaking the work, and the role of each Consultant in the project. The proposal should state whether the principal Consultant has previously worked together with local governmental organizations, and in what capacity.
- 14.3. Identify the key individuals who will be involved in the project and their responsibilities. In particular, describe the skill and experience of the project manager.
- 14.4. A description of the consulting firm's experience in similar projects and in disciplines necessary to fulfill the project requirements. Limit the descriptions of the relevant projects to a maximum of three examples. Include any large span pedestrian bridge projects that the Consultant has worked on in the previous ten (10) years. Specify the roles performed by the key personnel for each project.
- 14.5. Describe the consulting firm's design and construction approach to the project. Describe how the team will accomplish the work in an effective and timely manner. Include information regarding:
 - 14.5.1. Design philosophy, approach and specific awareness of the issues, problems, and opportunities.
 - 14.5.2. Management approach to insure effective coordination with the County, UDFCD, Denver Water, and other stakeholders.
 - 14.5.3. General organization of the Consultant for this project, including the responsibilities of key individuals.
 - 14.5.4. Scheduling for project's main tasks and activities.
 - 14.5.5. Technical expertise and quality control systems.

- 14.6. Describe the capacity of the consulting firm to do the work. Identify the percentage of time that the key individuals of the team are committed to the project.
- 14.7. Hourly Billing Rates of personnel by category.
- 14.8. Consultant shall submit the cost of services with the proposal. A total lump sum fee shall be submitted for the entire RFP, and shall be further broken out at a minimum by the Nine (9) Tasks listed in this RFP.
- 14.9. The proposal submittal is not intended to be an expensive, elaborate document. It should be well composed for simplicity and ease of understanding.

15. Proposal Evaluation

- 15.1. The County will designate a Selection Committee to evaluate and rate the individual proposals. Consultants will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals.

QUALIFICATION	STANDARD
Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?
Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Is the project team available to attend meetings as required by the Scope of Work?
Project Approach	How is the Consultant proposing to approach the project? Does the Consultant fully understand the project and what is required to complete the project?
Scope of Proposal	Is the proposal responsive to all of the work items in the Request for Proposals? Is the Proposal complete?
Cost of Services	Is the cost of services reasonable for the level of effort required?

15.2

Consultant Selection

- 15.2.1 After the Selection Committee members have evaluated and ranked all of the proposals, the Committee will select the highest scoring proposal that best demonstrates the capability in all aspects to perform the scope of services.
- 15.2.2 If the top ranked proposals are close in rankings, the Selection Committee may at its discretion choose to interview up to three (3) Consultants. Interviews will then be used to make the final selection of the Consultant. All Consultants interviewed will be notified of the results of the interview selection process within one week.

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2014, 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 xxx and the Contractor's response to the RFP xxx 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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, and approved by the Adams County Board of County Commissioners.

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.

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. The 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 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 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 The 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 coverages 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. 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: 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. Assign ability: 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 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 (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

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

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

- 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 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.

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 the 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.

Submittal Checklist

- ☐ Response to RFP
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Proposal Form
- ☐ References

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

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.

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
E-mail Address	

Adams County

Proposal for South Platte River Trail from
108th Avenue to 120th Avenue



Drexel, Barrell & Co. • 1800 38th Street, Boulder, CO 80301
Phone: 303.442.4338 • Fax: 303.442.4373
www.drexelbarrell.com



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

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

February 26, 2014

Adams County Government Center

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

Attention: *Jennifer Tierney, Contracts Administrator*

Subject: **Professional Engineering Consultant for development of the South Platte River Trail from 108th Avenue to extend to 120th Ave.**

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

Drexel, Barrell & Co. is excited to present our proposal for the County's South Platte River Trail from 108th to 120th Avenues. We have carefully reviewed the RFP documents, and walked the proposed alignment. 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.

Our firm has excellent qualifications and experience to undertake this important assignment. Now in our 65th year of continuous Colorado operation, Drexel Barrell has successfully completed over 20,000 projects in Colorado, including several adjacent to the project. Some of our accomplishments that are relevant to this project include:

- **58th Avenue Platte River Pedestrian Bridge, Denver:** *Our team's bridge structural engineer, Bates Engineering prepared the structural plans for this 300-foot two-span pre-manufactured bridge. Drexel Barrell's water resources engineer Steven D. Leslie, P.E., CFM prepared all bridge hydraulics, floodplain, and FEMA processing for this project.*
- **City of Longmont Spring Gulch Trail:** *Drexel Barrell recently completed the second of three design phases of this multi-year, 2.75-mile long, 12-foot concrete trail system including pedestrian bridges, and SH 119, CR 1, and railroad underpasses.*
- **St. Vrain Legacy Trail, Dacono:** *Drexel Barrell prepared all engineering plans and construction management for this trail segment between SH 52 and Colorado Boulevard to Grandview Blvd., one-mile south. The design included a new signalized pedestrian crossing at SH 52 and a beautiful and inviting landscaped entrance.*
- **University Center for Atmospheric Research (UCAR) multi-modal trail, Boulder:** *Drexel Barrell provided all engineering and construction phase services for this 2,500 x 10 foot multi-modal trail connecting Center Green Drive to Mitchell Lane along SH 170 (Foothills Parkway).*

Drexel Barrell has assembled our most experienced trail and bridge design team to work on your project. **Project Manager Paul D. Moreau, P.E.** has 26-years of transportation and

Proposal to Adams County for S. Platte River Trail Design
February 26, 2014

- 2 -

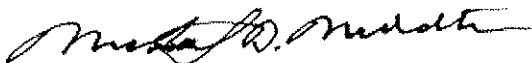
trail design experience. Paul and **Deputy Project Manager Keith E. Hensel, P.E.** (29 years experience) just completed Washington Street Widening Improvements, Phase IV for Adams County's Transportation Department (*with Mark Omoto and Greg LaBrie*) and Spring Gulch Trail for the City of Longmont.

Diana Horner, P.E. of **Bates Engineering** will design the bridge foundations and support structures. Diana was the structural engineer for the 58th Ave. Pedestrian Bridge over the Platte. Dave Steinmann of **Professional Wetlands Consulting** will address environmental, habitat, and USACE clearances. **Terracon** will provide geotechnical engineering and bridge foundation recommendations. Trail planner and landscape architect Kevin Lyles (**Confluent Design**) to assist with trail signage and exhibit design. Terracon and Confluent both served on our Spring Gulch Trail project.

Our team has extensive experience cooperatively working with the *Urban Drainage and Flood Control District* (Steve Leslie has designed some of their largest projects), the *Denver Water Department* (through whose property the trail construction occurs), and *Commerce City*.

We appreciate the opportunity to present our proposal, qualifications, and experience for this project. Drexel Barrell would be very excited if selected, and we can start immediately. Please do not hesitate to contact me at 303-442-4338 if you have any questions, desire additional information or wish to schedule an interview. We look forward to working with you and the Parks and Open Space staff.

Sincerely,
Drexel, Barrell & Co.



Michael D. Middleton, P.E.
Principal

Enc: *Proposal and Statement of and Qualifications*

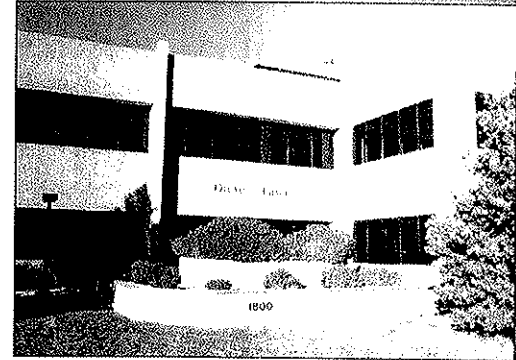


FIRM PROFILE

For over six 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.

Drexel, Barrell & Co. has worked extensively with local government organizations over our 60+ years of service to the public sector. These projects have included all disciplines described above. Most recently with Adams County was "Washington Street Improvements Phase IV".



Address

Boulder Headquarters
1800 38th Street
Boulder, CO 80301
P: 303.442.4338
F: 303.442.4373

Year Established

1949

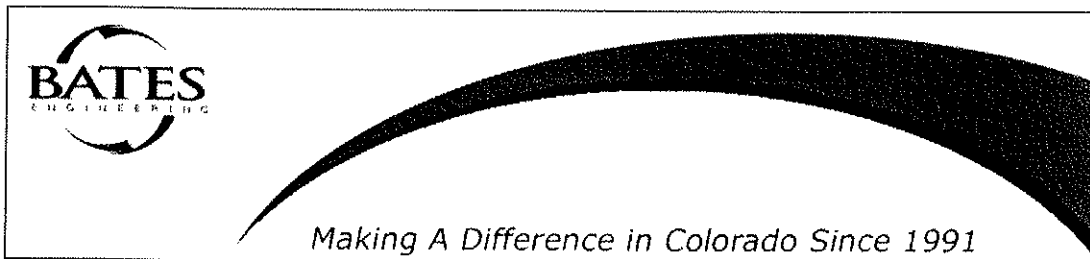
Number of Employees

40

Offices and Local Representation

Boulder
Colorado Springs
Grand Junction

BATES ENGINEERING - FIRM PROFILE



Bates Engineering, Inc. has provided high quality structural engineering design throughout Colorado since 1991. Our experience includes structural design for vehicular and pedestrian bridges, large municipal water tanks, large box culverts, and concrete and MSE retaining walls. Project locations cover the Front Range, mountains and Western Slope including Vail, Winter Park and Glenwood Springs. Bates Engineering is prequalified with the Colorado Department of Transportation (CDOT) to provide services such as bridge design, civil engineering and engineering management.

Bates' Principal bridge engineer is Diana Horner who has been with the firm since 2001. Prior to merging with Bates, Ms. Horner was the owner of Plains Engineering, Inc. for 17 years. Plains Engineering was one of Colorado's leading bridge structural engineers, responsible for designing dozens of CDOT bridges across Colorado. She was the structural engineer for the design for the 58th Street Pedestrian Bridge over the S. Platte River, many of the bridges along I-70 on Vail Pass, and the 2,200 foot long Bair Ranch Bridge in Glenwood Canyon. Diana was awarded the Woman Engineer of the year in February 2004 by the ACEC Colorado.

Drexel Barrell has worked successfully with Bates Engineering. We are currently working together on the Butler Creek Bridge replacement in Routt County. This project involves a complete replacement of the bridge, approaches, and permitting with the USACOE. Our firms recently completed preliminary roadway and bridge plans for the City of Rifle as part of their transit-oriented development improvements. Finally, Bates was Drexel Barrell's structural subconsultant for concrete water tank projects for City of Steamboat Springs and Yampa Valley Regional Airport in Routt County.

Address

7175 W. Jefferson Avenue Suite 1000
Lakewood, CO 80235
P: 303.980.1212
F: 303.980.6300

Year Established

1991



ADDITIONAL FIRM PROFILES

PROFESSIONAL WETLANDS CONSULTING (Environmental Clearances and Permitting)

Professional Wetlands Consulting, Inc. (PWC) is a Colorado based environmental consulting company specializing in wetland and water issues within the Rocky Mountain Region. PWC is highly experienced in wetland identification and delineation, Section 404 permitting, U.S. Army Corps of Engineers policy, wetland mitigation, wetland creation, nonpoint source pollution control, stream restoration and wildlife habitat enhancement. PWC takes pride in providing efficient environmental consulting services with an emphasis on quality, professionalism and cost-effective solutions.

Drexel Barrell has been working with Dave Steinmann for two decades and has completed approximately ten projects with Dave. In addition, Steve Leslie, P.E., CFM, worked with Dave extensively while at Love Associates.

TERRACON (Bridge Foundation Recommendations)

From the ground up, Terracon provides practical solutions to environmental, facilities, geotechnical, and materials engineering challenges. Our national network of more than 140 offices provides local expertise backed by national resources to get the job done cost effectively and efficiently. On both small and large projects, our experienced professionals work closely with our clients to achieve success, on time and on budget.

Drexel Barrell has worked with Terracon on numerous successful projects for years. One of the most recent is the Spring Gulch Trail, SH 119 Underpass, and Drainage Improvements project for the City of Longmont.

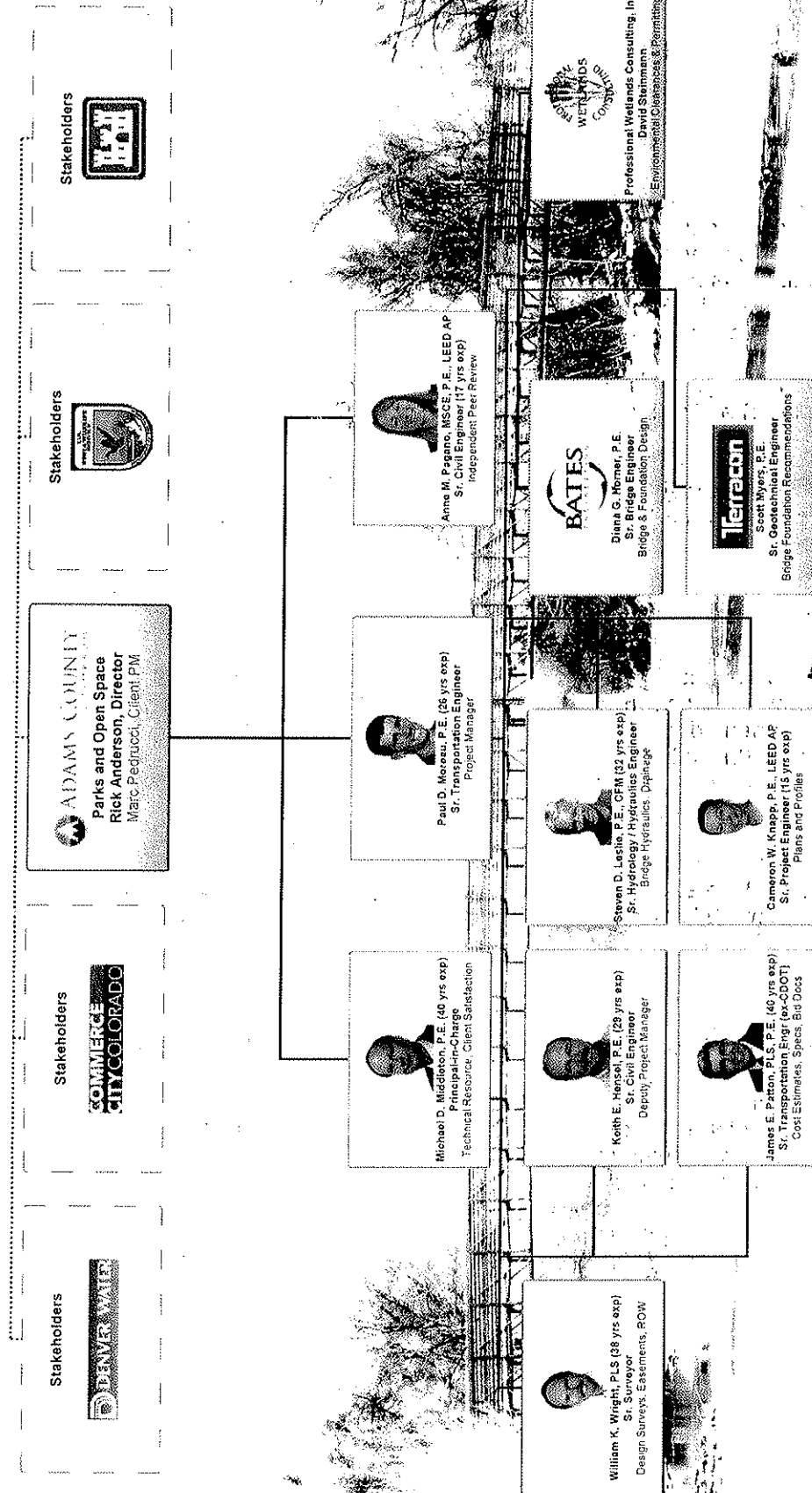
CONFLUENT DESIGN (Trail Signage)

Confluent Design assists public land managers in providing thoughtful, sensitive public access to parks and open space lands that are cherished for their natural and cultural resources. We provide enduring, smart project solutions built on a foundation of collaboration and community values. We define success both by the products of our work and the relationships we build.

Drexel Barrell has a great working relationship with Confluent Design and together we just completed the Spring Gulch Trail, SH 119 Underpass, and Drainage Improvements project for the City of Longmont.

Adams County Parks and Open Space Department, CO
S. Platte River Trail Design, 108th to 120th Avenues
Organization Chart

For Drexel, Barrell & Co. proposal due Wednesday February 26, 2014 at 2 pm



S. Platte River Pedestrian Bridge @ 58th Ave.
(Bates Engineering-structure design, Steve Leslie-hydraulics design)

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.

- Fountain Creek Pedestrian Bridge and Trail - Colorado Springs
- Community College Pedestrian Bridge and Trail - Westminster
- Spring Gulch Trail, SH 119 Underpass and Drainage Improvements - City of Longmont
- St. Vrain Legacy Trail - City of Dacono
- Butler Creek Bridge Replacement - Routt County
- UCAR Trail - Boulder
- Wonderland Creek Trail - Boulder



EDUCATION

B.S.: Civil Engineering,
North Carolina State University, 1973
M.B.A.: (Emphasis in Management),
University of Colorado, 1981

REGISTRATION

Professional Engineer: Colorado
Civil Engineer: California

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

Mr. Moreau has 25 years of experience and comprehensive civil engineering knowledge. 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 has been working with CDOT standards and specifications for 19 years. Paul's expertise spans all aspects of Transportation and Traffic Engineering.

- Spring Gulch Trail Pedestrian Safety Improvements - City of Longmont
- Safe Routes to School - City of Craig
- Butler Creek Bridge Replacement - Routt County
- Downtown Rifle TOD Strategic Plan - City of Rifle
- Hazard Elimination Intersection Projects - Colorado Springs
- K Road Widening: 22.5 Road Through 23 Road - Mesa County
- Struthers Road Extension - El Paso County



EDUCATION

B.S. Civil Engineering,
University of Lowell, Lowell, MA, 1988

REGISTRATION

Professional Engineer:
Colorado #32557

Sr. Bridge / Structural Project Manager | Diana G. Horner, P.E. (Bates Engineering)

Diana G. Horner, P.E. is one of Colorado's premier bridge engineers and has a long and distinguished bridge design career spanning three decades, including 17 years as owner of the bridge design firm Plains Engineering before merging with Bates. Diana is the former chair of the Colorado State Board of Registration for P.E.'s and PLS's, and a past recipient of ACEC-CO's Woman Engineer of the Year award.

- UDFCD / City Of Denver South Platte River Phase III Project With Two-Span, 300-Foot Long Pedestrian Bridge Over The South Platte River
- City and County of Denver Speer Boulevard Bridge over the South Platte
- Butler Creek Bridge Replacement - Routt County
- Colorado Department of Transportation I-25 Bridges over Uintah and Fontanero Streets in Colorado Springs
- City of Westminster 92nd Ave. Bridge over US 36
- Colorado Department of Transportation SH 385 over Smoky Hill River and South Ladder



EDUCATION

B.S.: Civil Engineering,
University of Washington, 1971

REGISTRATION

Professional Engineer: Colorado

SECTION 1 PERSONNEL

Sr. Water Resources Engineer | Steven D. Leslie, P.E., CFM

Steve has 31 years of progressive engineering experience in the fields of civil and water resources engineering and is a certified floodplain manager. His expertise includes storm drainage, floodplain modeling, irrigation design, water and sanitary utility design, and erosion and sediment control design and permitting. Steve has done an extensive amount of work with the Urban Drainage and Flood Control District.

- UDFCD / City Of Denver South Platte River Phase III Project With Two-Span, 300-Foot Long Pedestrian Bridge Over The South Platte River
- Adams County Regional Park Trail Improvements between Henderson Road and 120th Avenue - Adams County
- Bear Canyon Creek/Martin Park Channel Improvements with Multi-Use Trail and 40-foot Pedestrian Bridge, UDFCD and the City of Boulder
- South Boulder Creek at Valmont Multi-Use Trail and 70-Foot Pedestrian Bridge - Boulder
- Fourmile Canyon Creek Channel Maintenance Improvements, UDFCD & City of Boulder
- Brantner Gulch, Major Drainageway Master Plan - UDFCD, Adams County, City of Thornton



EDUCATION

B.S.: Civil Engineering,
Colorado State University, 1982

REGISTRATION

Certified Floodplain Manager

Professional Engineer,
Colorado

Senior Transportation Engineer / Deputy Project Manager | Keith E. Hensel, P.E.

Keith Hensel has 29 years of engineering experience with emphasis in transportation engineering and infrastructure design. Because of the significant time he has spent in the field monitoring and inspecting construction projects, Keith has a thorough understanding of the relationship between well-conceived construction details and buildable projects. He has been the lead engineer on multiple trail and drainage projects.

- Spring Gulch Trail, SH 119 Underpass and Drainage Improvements - City of Longmont
- Pearson Park Trail - City of Fort Lupton
- Snake River Landing Trail and Pedestrian Bridges - Idaho
- Main Street Pedestrian Improvements - City of Sterling
- Vance Street Trail and Drainage Design - City of Lakewood
- 136th Avenue Widening and Trail Connections - City of Thornton
- Washington Street Widening, Phase IV - Adams County



EDUCATION

B.S. Civil Engineering Technology,
Metropolitan State College, Denver,
1985

REGISTRATION

Professional Engineer: Colorado #
28345

Sr. Transportation Engineer | James E. Patton, P.E., PLS

Jim Patton worked for CDOT Region 3 for 29 years, of which the last 15 years he served as Grand Junction Resident Engineer. Jim will be critical to this team, acting as liaison to CDOT and providing insight regarding CDOT requirements. Jim lives in Grand Junction and will be able to meet in person with CDOT staff to discuss the project as we progress with design options.

- Washington Street Widening, Phase IV - Adams County
- US Highway 34 Bridge Replacement - Estes Park
- Butler Creek Bridge Replacement - Routt County
- 54.7 & KK Road Realignment - Mesa County
- K Road Safety Improvements - Mesa County
- Green Pipe Bridge Replacement - Routt County
- K Road Design: 22.5 Road Through 23 Road - Mesa County



EDUCATION

B.S.: Construction Management,
Colorado State University, 1967

REGISTRATION

Professional Engineer: Colorado
Professional Land Surveyor: Colorado

SECTION 1 PERSONNEL

Project Engineer | Cameron T. Knapp, P.E., LEED AP

Mr. Knapp has 15 years of engineering experience in transportation, site infrastructure design, and drainage engineering. His experience includes trails, street and highway plan and profiles, signing and striping, utility design, grading, drainage and erosion control engineering, storm water management plans, FEMA CLOMR and LOMR preparation and processing, storm water discharge permits, and flood hazard reports.

- *Washington Street Widening, Phase IV - Adams County*
- *Spring Gulch Trail, SH 119 Underpass and Drainage Improvements - City of Longmont*
- *Pearson Park Trail - City of Fort Lupton*
- *Fountain Creek Regional Trail - El Paso County*
- *136th Avenue Widening and Trail Connections - City of Thornton*
- *Central Avenue Pedestrian & Streetscape Improvements - Dolores*
- *Woodgate Road Widening & Intersection Improvements - Montrose*



EDUCATION

B.S. Civil Engineering,
Colorado State University, 1999

REGISTRATION

Professional Engineer
Colorado

Leadership in Energy and
Environmental Design Accredited
Professional (LEED AP)

Sr. Civil Engineer | Anne M. Pagano, MSCE, P.E., LEED AP

Anne Pagano has 16 years of civil engineering experience, specializing in drainage and urban design, and is a 14-year veteran at Drexel Barrell. Ms. Pagano has managed the design for a variety of projects including utility master planning, large residential subdivisions, commercial and office sites, street design, trails, sidewalks, state highway access permits, lift station design, and mountain developments.

- *Green Pipe bridge Replacement - Routt County*
- *Lone Pine Neighborhood Pedestrian Planning & Design - Aspen*
- *Safe Routes to School - City of Craig*
- *Callahan Trail - City of Louisville*
- *Safe Routes to School Trail - Town of Hayden*
- *City Sidewalk Design - Steamboat Springs*



EDUCATION

B.S.C.E.: University of Iowa, 1995
M.S.C.E.: University of Iowa, 1997

REGISTRATION

Professional Engineer/
Colorado #36763
Wyoming #12149

Leadership in Energy and
Environmental Design Accredited
Professional
(LEED® AP)

Sr. Surveyor | William K. Wright, PLS

Mr. Wright has been employed by Drexel Barrell since 1977. As a Principal of the firm, he supervises the preparation of many different types of surveys including boundary, topographic (aerial and field) architectural, condominium mapping, improvement location (Improvement Location Certificate, Improvement Survey Plat and ALTA/ACSM Land Title), section breakdown, mining claim, right-of-way acquisition, annexation and subdivision platting. In addition, he prepares surveying related documents such as legal descriptions, certifications and subdivision dedications.

- *Washington Street Widening, Phase IV - Adams County*
- *Fountain Creek Pedestrian Bridge and Trail - Colorado Springs*
- *Community College Pedestrian Bridge and Trail - Westminster*
- *Spring Gulch Trail, SH 119 Underpass and Drainage Improvements - City of Longmont*
- *St. Vrain Legacy Trail - City of Dacono*
- *Butler Creek Bridge Replacement - Routt County*
- *Green Pipe bridge Replacement - Routt County*



EDUCATION

A.A.S. Surveying: Paul Smith's College,
N.Y., 1975

REGISTRATION

Professional Land Surveyor: Colorado

SECTION 1 PERSONNEL

Wetlands Consultant | David Steinmann (Professional Wetlands Consulting)

Dave is the president of Professional Wetlands Consulting, Inc. and a Zoology Department Associate at Denver Museum of Nature and Science. Dave has completed wetland delineation, Section 404 permitting, and Threatened and Endangered Species surveys for numerous trail, bridge and transportation projects in Colorado. Wetland delineation and Section 404 permitting have been successfully completed by PWC for over 100 recreational path and trail projects.

- Fourmile Canyon Creek Path - Boulder
- Vail Pass Recreational Path from the Eisenhower Tunnel to Vail
- Rocky Mountain National Park
- Roaring Fork River - Aspen
- Boulder Creek - Boulder
- Many Wetlands, Stream and River Restoration Projects
- Numerous Threatened, Endangered and Sensitive Plant and Animal Species for the U.S. Forest Service and the Colorado Department of Transportation



EDUCATION

B.A.: Physics/Biology
University of Colorado at Boulder 1990

Sr. Geotechnical Engineer | Scott B. Myers, P.E.

Mr. Myers has 17 years of industry experience that includes the execution of several commercial and government geotechnical explorations, in the Denver Metro, Colorado Mountains, Eastern Utah and Southern Wyoming areas. Projects include geotechnical design, construction testing services management, slope stability analyses, forensic analyses and site preparation.

- West Coal Mine Avenue - Jefferson County
- Ken Pratt Boulevard - Longmont
- East 136th Avenue - Adams County
- Baseline Road - Boulder
- Riviera Casino - Black Hawk
- Dakota Avenue Outfall Project - Denver



EDUCATION

Master of Science, Engineering,
University of Colorado, 1995

Bachelor of Science, Engineering,
University of Colorado, 1992

REGISTRATION

Professional Engineer
Colorado No. 33822

Landscape Architect | Kevin Lyles, ASLA, RLA

Kevin is a skilled, practical landscape architect with a talent for collaboration and project management. Having thirteen years of experience in the public and private sectors, Kevin brings a pragmatic approach to problem solving and fostering consensus. Kevin's professional experience at traditional landscape architecture and planning firms is strengthened by seven years of experience he gained at Boulder County Parks & Open Space.

- Spring Gulch Trail and Drainage Design - City of Longmont
- St. Vrain Greenway Phase 9 & 10 - City of Longmont
- Lower Boulder Creek Restoration (USACE Sect 206) - Boulder County
- Walker Ranch SBC Trailhead Expansion & Stormwater Management - Boulder County
- Marjorie Perry Nature Preserve Master and Management Plan - Greenwood Village
- Boulder County Fairgrounds Drainage Master Plan - Longmont



EDUCATION

Bachelor of Landscape Architecture,
Iowa State University

REGISTRATION

Registered Landscape Architect
Colorado No. 495

SECTION 2

Representative Experience

Two-Span, 300-Foot Long Pedestrian Bridge over the South Platte River - UDFCD/City of Denver

This was the largest flood control project in Denver's history with a \$25 million budget. Major components of the project included creating scale models of the project at the CSU hydraulics laboratory; replacement of a 300-foot railroad bridge; a new 300-foot pre-manufactured pedestrian bridge over the South Platte; 2000 feet of multi-use trail; relocation of a major irrigation dam, spillway and headgate structure; 1600 feet of channel improvements; and replacement of a 36" elevated water pipeline spanning the river.

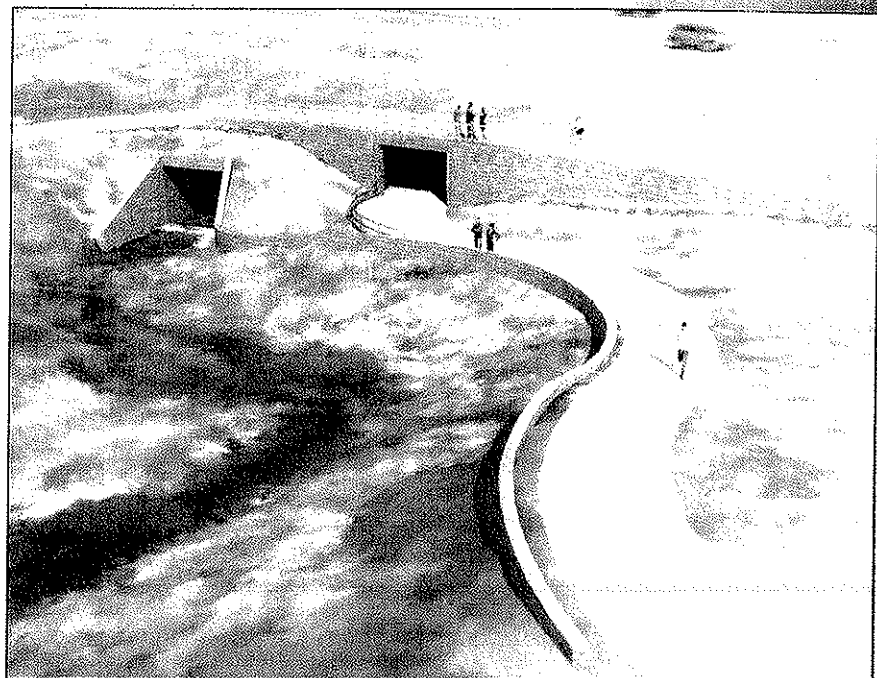
(Bates Engineering - Diana Horner + Steve Leslie)



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

The City of Longmont commissioned Drexel Barrell to analyze, plan, and engineer 1-1/2 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.

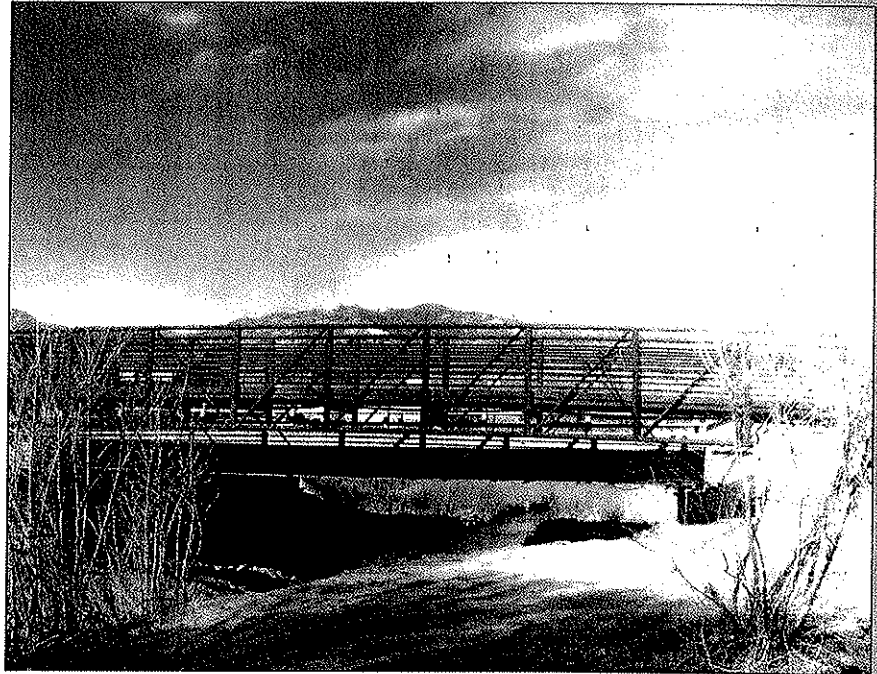


SECTION 2

Representative Experience

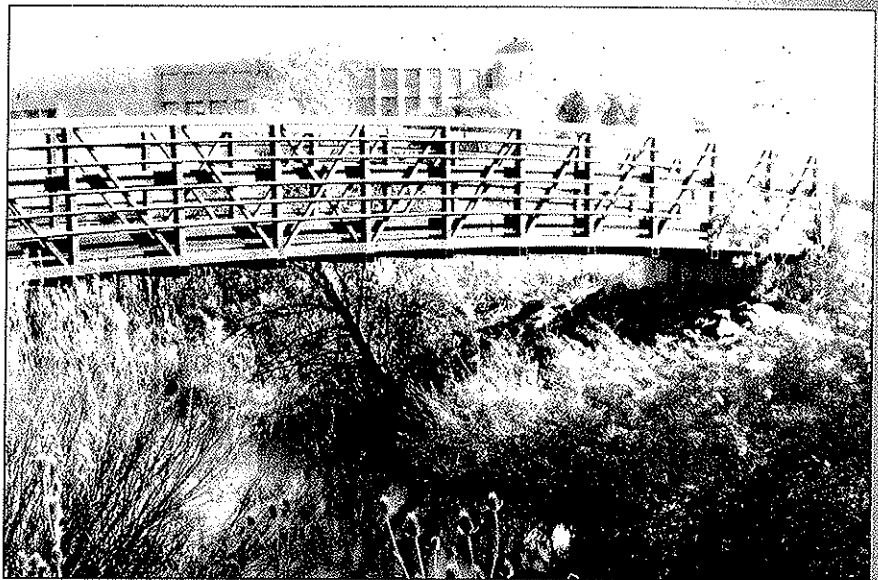
Fountain Creek Pedestrian Bridge and Trail – Colorado Springs

Drexel, Barrell & Co. provided engineering design services for this Hazard Elimination Safety (HES)-funded project to extend the 8th Street northbound right turn lane located south of West Cimarron Street in Colorado Springs. One critical aspect of the project was to improve pedestrian safety at this location by detaching the walkway and designing a trail with a pedestrian bridge that crosses Fountain Creek. The pedestrian safety enhancements included 1,400 linear feet of trail, a pre-engineered pedestrian bridge, sidewalk extension, retaining wall design, and floodplain analysis and permitting.



Community College Trail, Lake, And Pedestrian Bridge - Westminster

Westminster selected Drexel, Barrell & Co. to design Community College Pond, a pumping system to replenish lake levels with non-potable water, trails, and a pedestrian bridge over Big Dry Creek to access the features. Drexel Barrell designed the pedestrian bridge to accommodate the 25-year storm event, with a "breakaway" feature in the event that larger storms threatened the structure. Tethered on one end, this breakaway feature allows the bridge to swing harmlessly out of the way during larger storms, such as a 100-year event.





SECTION 3

Project Understanding and Approach



1: 58TH AVE. / S. PLATTE PEDESTRIAN BRIDGE
(300' TOTAL SPAN; BATES ENG. / STEVE LESLIE DESIGN)

INTRODUCTION

Frank Drexel opened our Boulder office in 1949. During the following 65 years, our firm has successfully completed over 20,000 projects for communities and institutions across Colorado.

We offer integrated civil-infrastructure design, transportation, traffic, and water resources engineering, surveying, staking, construction engineering, and contract administration services.

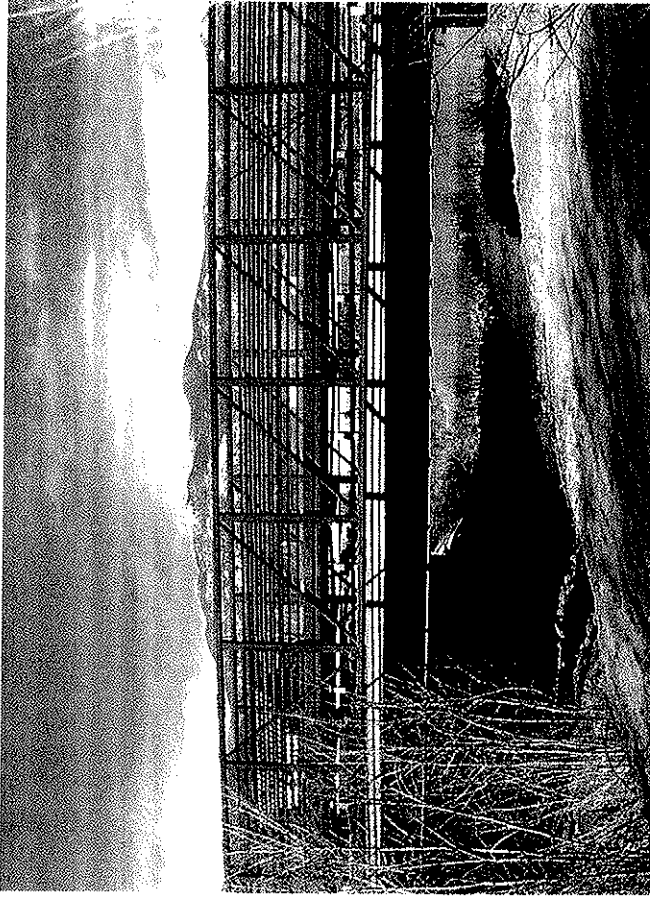
The Drexel Barrell team has outstanding qualifications to undertake this important assignment for Adams County. Our **PROJECT MANAGER**, **KEITH E. HENSEL, P.E.** has recently completed a 2.5 mile trail design

project for the City of Longmont (Spring Gulch). The project spanned conceptual through final engineering, and included 12-foot concrete trails with adjacent, crusher fines running paths, pedestrian bridges over several irrigation ditches, and three pedestrian underpasses (SH 119, Weld County Road 1, and GWRR underpass). Keith also has substantial Adams County experience, just last month wrapping-up a multi-year design effort on **WASHINGTON STREET PHASE IV IMPROVEMENTS** with Greg LaBrie, Mark Omoto, and Russ Nelson in Public Works. He also has current experience working with the Commerce City engineering and planning staff.

In addition to our own experienced trail design staff, we have included one of Colorado's most experienced bridge designers, **BATES ENGINEERING** as our sub-consultant. Bates engineered the **58TH STREET / PLATTE RIVER PEDESTRIAN BRIDGE** for UD&FCD and Denver (as well as the upstream railroad bridge over the Platte). The 58th Ave. Bridge provides direct access to the South Platte River Trail and is nearly identical to Adams County's requirements for the proposed crossing south of 120th.

Drexel Barrell's Floodplain and Hydraulics expert, **STEVEN D. LESLIE, P.E., CFM** also provided the bridge hydraulics, scour, and FEMA submittals for the 58th Street Bridge. Steve has served as a consultant to Adams County for the design and operation of gravel pits along the Platte. He has extensive experience with major drainage, bridge hydraulics, and floodplain projects including ones for Adams County, UD&FCD, Denver, Thornton, Boulder, and Lakewood.

DAVE STEINMANN OF PROFESSIONAL WETLANDS CONSULTING will address all environmental, habitat, and Section 404 clearances for this project. Dave is a Zoology Department Associate at the Denver Museum of Nature and Science. He has personally discovered over 100 flora and fauna species (which includes having several named after him!). Dave is an expert at securing Section 404 permits through the Corps of Engineers. He has collaborated with Terry McKee in Denver and the Omaha District staff on hundreds of projects. Dave and Drexel Barrell have teamed on projects across Colorado for the last 20 years.



2: 8TH AVE. / FOUNTAIN CREEK PEDESTRIAN BRIDGE, COLORADO SPRINGS.
(DREXEL BARRELL DESIGN)

TERRACON will provide foundation and geotechnical sampling, testing, engineering recommendations. Our firms have successfully collaborated numerous times over the last two decades.

The Denver Water Department easements largely establish the new trail alignment, thus this project has limited need for trail alignment planning. However, we have included a budget for trail alignment planning. **KEVIN LYLES, ASLA** to provide design interpretive and educational signage, and native landscape restoration or enhancement (if needed). Kevin provided these same services as well as conceptual trail alignments for the Longmont Spring Gulch project as a sub-consultant to Drexel Barrell.

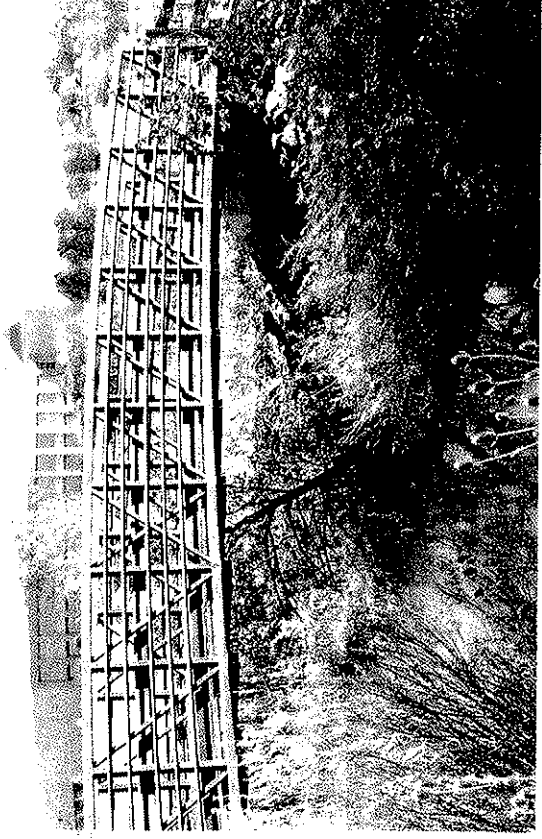
PROJECT UNDERSTANDING

The Adams County Parks and Open Space Department intends to complete a missing segment of the South Platte River Trail between **ELAINE T. VALENTE OPEN SPACE PARK** (near 104th Avenue) and existing trail improvements stubbed-out just south of 120th Avenue. Completing this segment will provide a continuous, hard surface trail along the S.

Platte River to Downtown Denver and beyond.

The new 10-foot wide trail must stay within existing easements negotiated with the Denver Water Department. The project requires two new pedestrian bridges: a two-span 300-foot, ± bridge over the Platte near the 120th Oxbow; and a 70 foot, ± long single span bridge near the south end over the Bull Seep (under Commerce City's jurisdiction). Both bridges require a floodplain permit and modeling to prove no floodway impacts. The new trail alignment stays east to avoid a bald eagle conservation easement. UD&FCD funds are helping construct this project.

Given that the trail alignment is largely established, Drexel Barrell sees this project as being relatively straightforward and relatively uncomplicated. 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 Hensel 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.



3: BIG DRY CREEK PEDESTRIAN BRIDGE, WESTMINSTER
(DREXEL BARRELL 50-YEAR STORM, "SWING AWAY" DESIGN)



4: FLOODPLAIN AND FLOODWAY LIMITS ALONG PROPOSED TRAIL

Similar to the project Steve Leslie and Bob Bates designed over the South Platte River near 58th and York, Drexel Barrell envisions a multi-span, pre-manufactured bridge over the S. Platte River with cast-in-place concrete abutments and center piers supported on caissons or piles. A caisson/pile pier foundation typically minimizes disturbance to the riparian corridor, facilitates COE 404 permitting; and better addresses constructability issues associated with high groundwater than a spread footing pier foundation.

Drexel Barrell anticipates that the proposed bridge over the Bull Seep to be a single span, pre-manufactured bridge with cast-in-place concrete abutments. The proposed improvements are located almost entirely within the regulatory 100-year floodplain and floodway of the South Platte River. In accordance with *Adams County and NFIP* floodplain regulations, the project will require a *Floodplain Development Permit*.

We envision a detailed hydraulic analysis to document no rise in the 100-year water surface elevations. Bank grading at the bridge crossings will be required to increase the cross-sectional flow area to compensate for the blockage created by the bridges.

Breakaway bridge decks are a potential option to minimize floodplain impacts and associated bank grading. Drexel Barrell will fine-tune the trail alignment and profile to minimize floodplain impacts by remaining as close as practical to existing grades. Minor grading adjacent to the trail may be necessary in some areas to compensate for floodplain impacts resulting from trail placed on fill.

In reviewing the RFP, attending the pre-proposal meeting, inspecting field conditions, and combining this with our experience and understanding of similar projects, Drexel Barrell sees the following project components:

- Finalize alignment, crossing locations, and bridge extents;
- Conduct detailed field topographic and improvement survey at one-foot contour accuracy, spot elevations at critical locations, underground utility locations and identification;
- Perform environmental, habitat, and wetlands investigations and obtain clearances;
- Conduct geotechnical borings for bridge abutments and trail;
- Investigate and evaluate alternatives for pre-manufactured



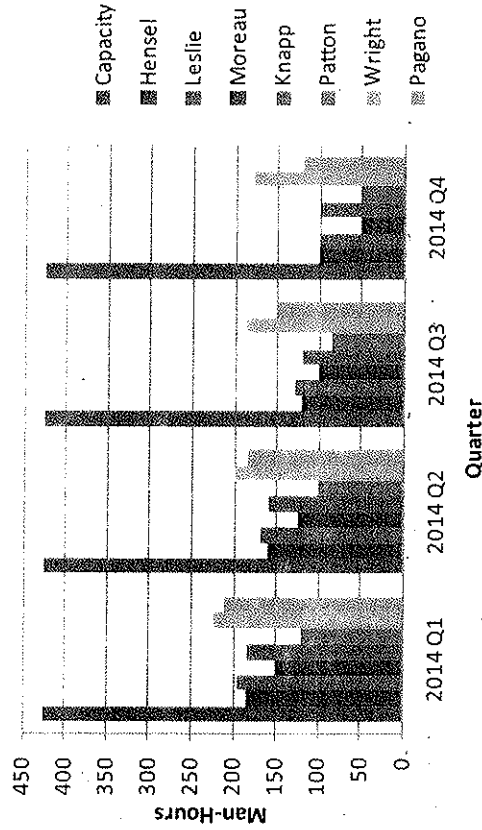
this project. There will be no room for "learning on the job." In fact, the Drexel Barrell personnel assembled **average 30 years of experience.**

Please refer to the *Organization Chart* and *Resumes* in this proposal for each of their roles, reporting relationships, and assignments.

AVAILABILITY:

Having the availability of qualified personnel to jump on this project immediately and proceed continuously until completion is the key to completing this project on schedule for Adams County. The timing for Drexel Barrell's team would be perfect, as everyone is coming off other projects and have unhindered availability and capacity to devote to the South Platte River Trail project.

Drexel Barrell Capacity/Commitment



BUDGET / COST CONTROL METHODOLOGY

After selection and contract finalization, Adams County will award a defined-scope contract on a time-and-materials basis with a maximum-not-to-exceed limit. Drexel Barrell has operated under this scenario numerous times. We have included in our fees a reasonable contingency for unanticipated work items.



5: SPRING GULCH TRAIL AND SH 119 UNDERPASS, CITY OF LONGMONT (2.75 TRAIL-MILES, 3 PED UNDERPASSES, 2 BRIDGES; SKETCH COURTESY KEVIN LYLES)

- Size bridge piers and model hydraulics to ensure zero rise in floodplain elevations;
- Prepare plan and profiles of trail alignment at an appropriate scale;
- Confirm bridge structures;
- Prepare storm water management plans and drainage designs as required;
- Coordinate closely with Adams County Parks and Open Space and Engineering (and with UD&FCD as indicated);
- Coordinate with Commerce City regarding Bull Seep approvals;
- Complete the design by September, 2014.

TEAM:

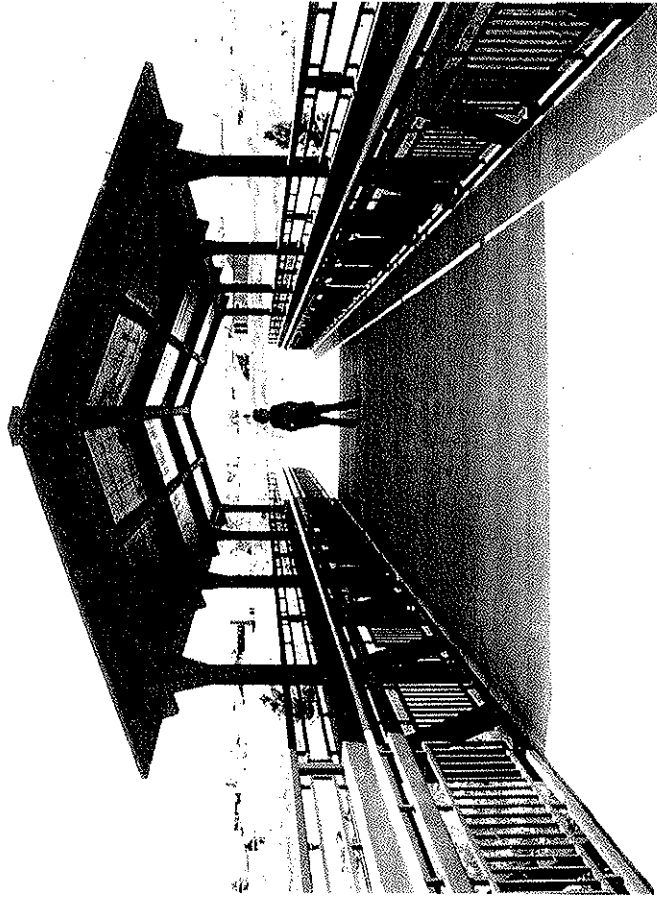
Drexel Barrell has assigned our firm's most experienced trail, floodplain, hydraulics, survey, and plan production personnel to



extensive procedures and checklists to ensure our projects meet all applicable quality control standards (Adams County, Commerce City, UDFCD, Denver Water Board, ADA, et al).

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

- The first Q/C stage is by the project manager, Keith Hensel. Keith 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 by Jim Patton, who is an expert at CDOT and Federal Highway Administration (FHWA) plan preparation criteria. Jim will carefully check plans for conformity to applicable standards and good practices.
- The third stage is what we call our "Independent Peer Review," in this case by Anne M. Pagano, P.E. Anne will not be involved in the preparation of the plans or specifications,



6: W. 16TH ST. / SHEEP DRAW PEDESTRIAN BRIDGE, GREELEY

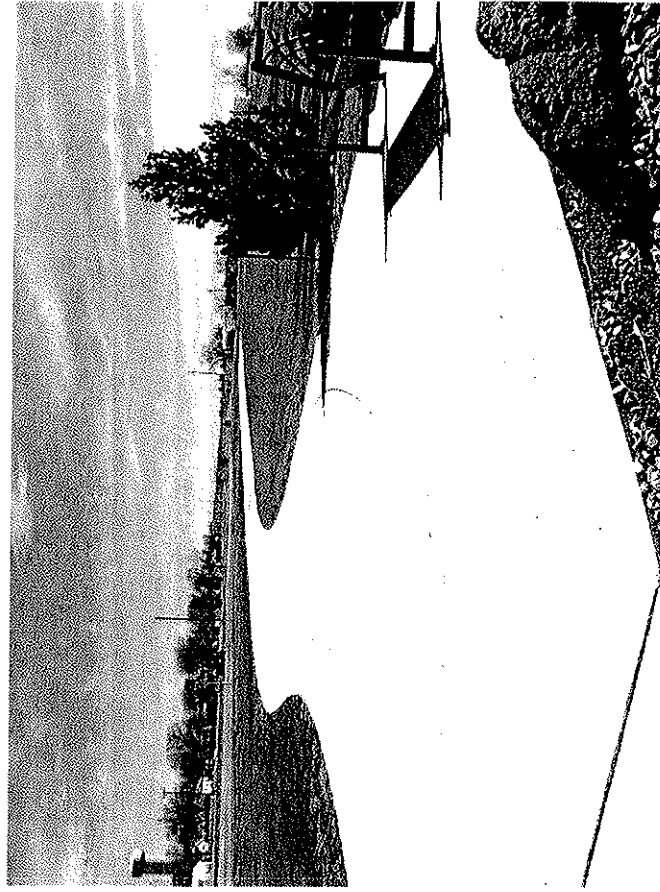
Drexel Barrell uses *Deltak Vision* project management and cost accounting software to manage the budget and costs of our projects. All employees enter their time daily, allocated by the hours spent on each project. Drexel Barrell enters the contract tasks into our PM system so that employees may align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

Each month, the Drexel Barrell Project Manager (in this case, Keith Hensel) 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.

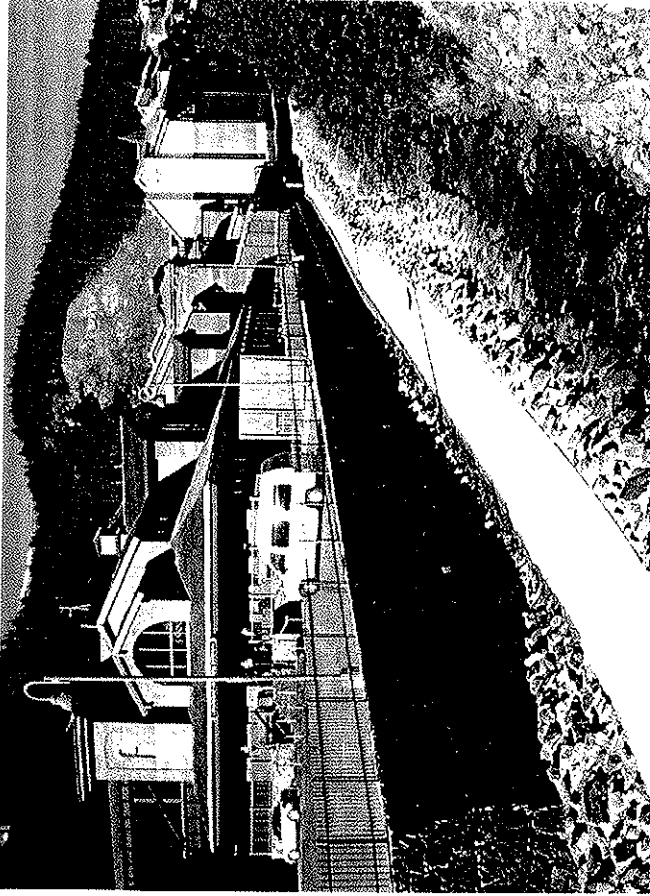
We invoice charged time meeting the contract terms and limits, usually during the first 10 days of the month for the preceding month. We write-off (do not bill) any charges not meeting contract criteria.

QUALITY CONTROL METHODOLOGY

With over six decades of proven experience, Drexel Barrell employs



7: ST. VRAIN LEGACY TRAIL (ONE MILE), CITY OF DACONO



8: N. CLEAR CREEK RIVERWALK, BLACK HAWK

and will provide a fresh set of eyes not otherwise clouded by having worked on the project. Anne is meticulous in plan preparation and content and expects no less of others.

- 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 of Broomfield and Boulder 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 Adams County, 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

All of the team members assigned to this project are based in our Boulder office with one exception (Jim Patton is in Grand Junction). Terracon will staff this project from their Wheat Ridge office.

Drexel Barrell will not charge for mileage or travel time on this project.

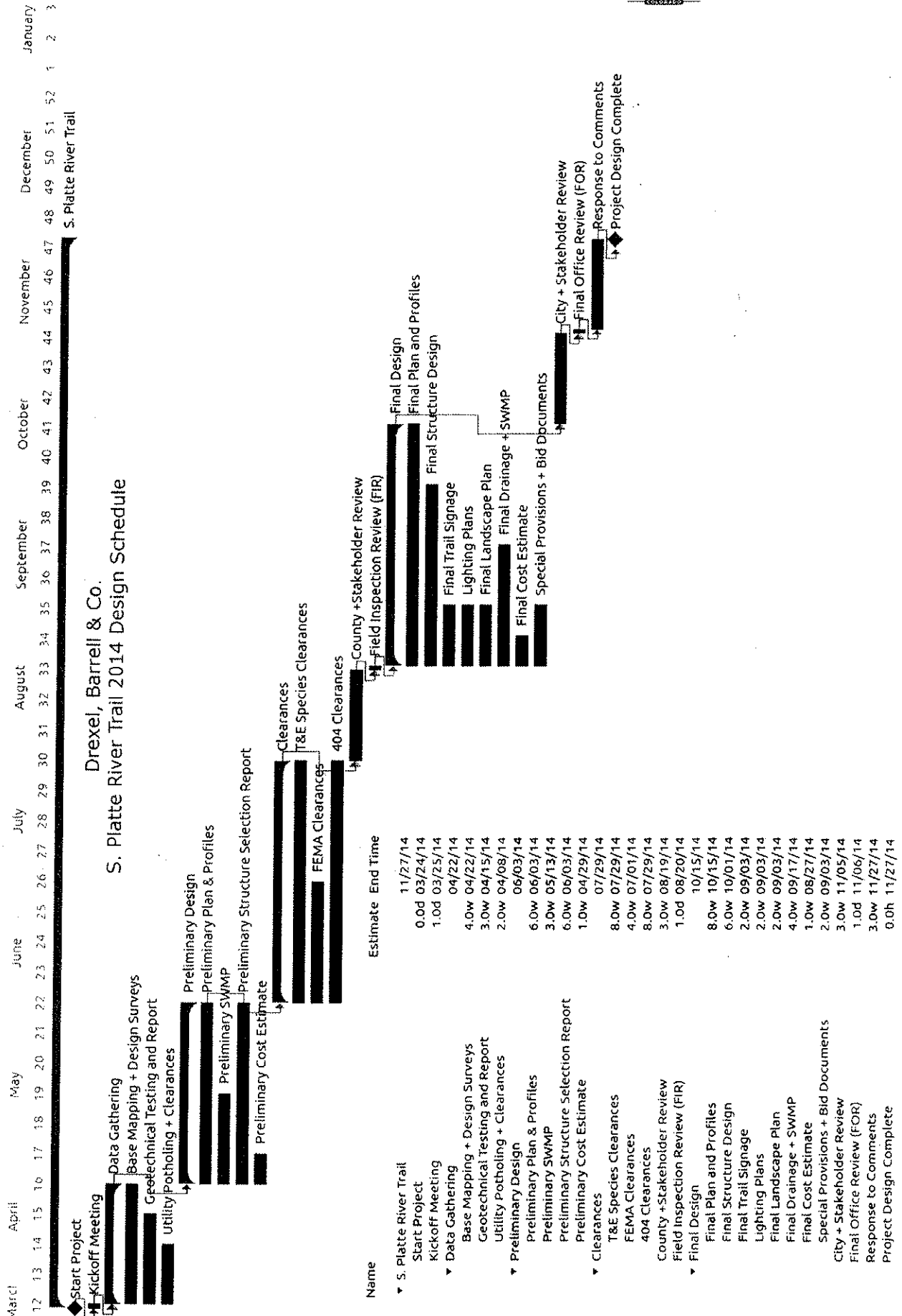
INFORMATION SHARING / TECHNOLOGY

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



9: WONDERLAND CREEK GREENWAY TRAIL, BRIDGES, AND FLOODPLAIN MODELING
(CITY OF BOULDER + UD&CD)

SCHEDULE



SECTION 4

References

Mr. Steve Ransweiler, RLA

City of Longmont
Department of Public Works and Natural Resources
Engineering Services Division
(303) 774-4532

"Spring Gulch Trail, SH 119 Underpass, and Drainage Improvements"

Mr. Kurt Carlson

Adams County Parks and Community Resources Department
Regional Parks Manager
(303) 637-8013

Mr. A.J. Euckert

City of Dacono
Assistant City Administrator
(303) 833-2317

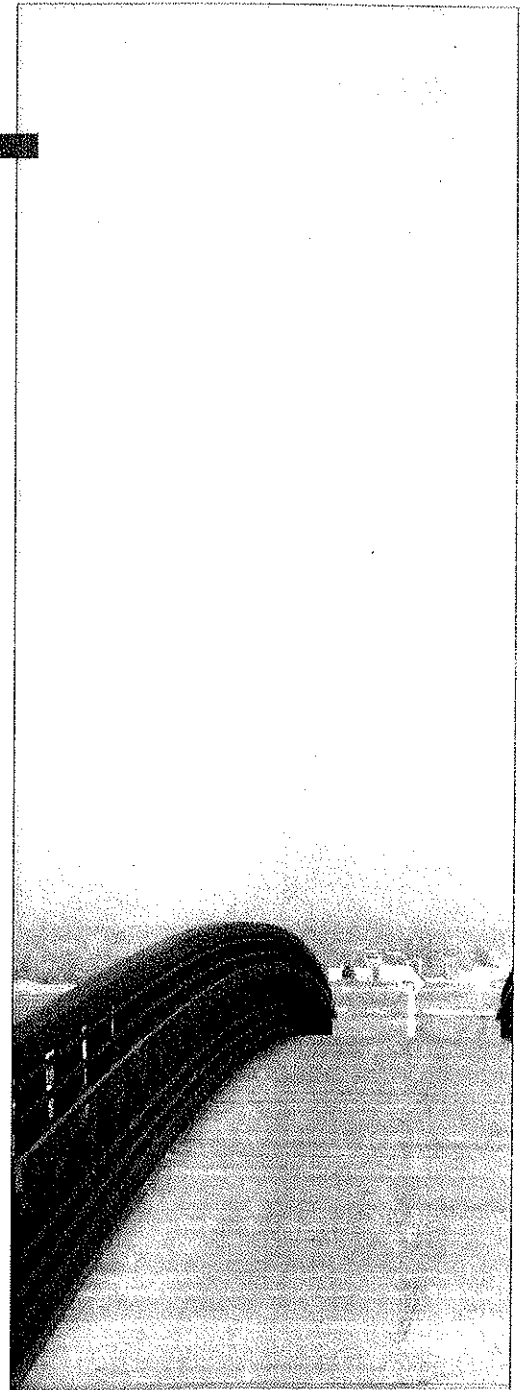
"St. Vrain Legacy Trail"

Greg LaBrie, P.E.

Civil Engineer III
Adams County
(303) 453-8763
"Washington Street Widening, Intersection Improvements, and Access Modifications, Phase IV"

Ms. Colleen Dawson

City of Colorado Springs Public Works
Project Manager
(719) 385-5436
"8th Street Pedestrian Bridge"



Adams County, CO

S. PLATTE RIVER TRAIL

TASKS, PERSONNEL, HOURS, AND FEES

Drexel, Barrell & Co. Proposal of February 26, 2014

NO.	TASK	PIC MIDDLETON \$145	PROJ MGR MOREAU \$120	WAT RES LESLIE \$120	TRANS ENG HENSEL \$130	SR. PLS WRIGHT \$130	TRANS ENG PATTON \$120	CIVIL ENG KNAPP \$115	SURVEY CREW \$90	CONST ENG + TECH \$80	PEER REVIEW PAGANO \$130	SUBS	TOTAL
1	PROJECT STARTUP, INITIAL MEETINGS, DATA COLLECTION, DOCUMENT REVIEW, COORD W/ DENVER WATER DEPT.	2	15	24				16					
2	DESIGN SURVEY, EASEMENT LOCATIONS	\$290	\$1,920	\$2,880		8		\$1,840	60	40			\$6,930
3	GEOTECHNICAL SAMPLING, TESTING, & FOUNDATION RECOMMENDATIONS					\$1,040			\$5,400	\$3,200		TERRACON	\$9,640
4	ENVIRONMENTAL CLEARANCES											\$4,950	\$4,950
5	UTILITY LOCATION + POTHOLING					2			8			PROF WETLANDS	\$2,850
6	PRELIMINARY TRAIL BRIDGE (PRE-MFG.) & FOUNDATION PLANS (60% ±)	2	32	32	32	\$260	8	32	\$720	32		2/BATES	\$3,980
7	PRELIMINARY QUANTITIES AND COST ESTIMATE	\$290	\$3,840	\$3,840	\$4,160		\$960	\$3,680		\$2,560	\$260	\$13,000	\$32,590
8	PREL SPECIAL PROVISIONS & TECHNICAL SPECS						\$1,920	24			\$130		\$2,050
9	FIELD INSPECTION REVIEW (FIR) AND COMMENTS		8				\$2,880				\$130		\$3,010
10	FINAL TRAIL + PED BRIDGE FOUNDATION PLAN AND PROFILES (95%)	2	32	32	32		8	32				4/BATES	\$960
11	TRAIL SIGNAGE + EXHIBITS, MINOR LANDSCAPING	\$290	\$3,840	\$3,840	\$4,160		\$960	\$3,680		\$2,560	\$520	\$13,000	\$32,850
												CONFLUENT	
												\$5,000	\$5,000

**S. PLATTE RIVER TRAIL
TASKS, PERSONNEL, HOURS, AND FEES**
Drexel, Barrell & Co. Proposal of February 26, 2014

[illegible]



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

DREXEL, BARRELL & CO.
FEE SCHEDULE
Effective January 1, 2014

I. PERSONNEL:

CATEGORY	HOURLY RATE	CATEGORY	HOURLY RATE
General:		Surveying:	
Principal	\$160	Office Surveyor / Analyst	\$100-120
Associate	\$140-150	Field Surveyor*	\$100-110
Engineering:		Administration:	
Project Engineer / Manager	\$110-135	Controller	\$100
Design Engineer	\$85-105	Administrative	\$60
CAD:			
Technician	\$90-100		
Miscellaneous:			
Expert Witness Duties	\$250		

*1-person crew: \$50/hr charge
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:** Drexel Barrell charges the following rates for reprographics:

ITEM	RATE
Plots (mylar)	\$4.00/square foot
Plots (vellum)	\$1.15/square foot
Plots/Prints (bond)	\$0.60/square foot
Photocopies (up to 11" x 17")	\$0.30 each
DVD w/ electronic drawing files, incl. preparation	\$300.00 each

Internal check prints and plots will be charged at 25% of the above rates. Any items not listed, or 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.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 1800 38th Street	Requester's name and address (optional)
City, state, and ZIP code Boulder, CO 80301	
List account number(s) here (optional)	

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.

Social security number								
			-			-		

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

Employer identification number								
8	4	-	6	0	3	5	3	3

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 ▶ 2/25/2014

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

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.

One Hundred Forty Three Thousand,

One Hundred Twenty Dollars

Written Amount

\$ 143,120.00

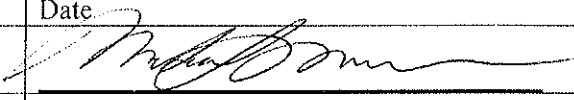
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1

Addenda # _____

If None, Please write NONE.

Drexel, Barrell & Co.	2/25/2014
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	
E-mail Address	

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

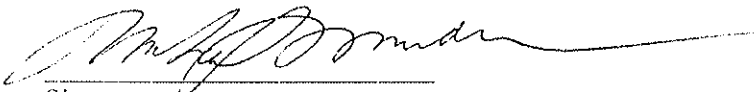
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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

2/25/2014
Date

Michael D. Middleton
Name (Print or Type)


Signature

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