

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5<sup>th</sup> day of November 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 Martin/Martin, Inc. located at 12499 West Colfax Avenue, Lakewood, Colorado 80215 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 214.359 and the Contractor's response to the RFP 2014.359 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall commence upon receipt of Notice to Proceed and be completed by December 31, 2014.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

### 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of twenty-six thousand seven hundred dollars (\$26,700.00).

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

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3.Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

8.5.Adams County as "Additional Insured": The Contractor's commercial general liability, 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 Transportation Department  
Contact: Anna Sparks, Senior Engineer  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, CO 80601  
Phone: 720.523.6859  
E-mail: [asparks@adcogov.org](mailto:asparks@adcogov.org)

Department: Adams County Purchasing  
Contact: Liz Estrada, Contract Administrator  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6052  
E-mail: [lestrada@adcogov.org](mailto:lestrada@adcogov.org)

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

Contractor: Martin/Martin Consulting Engineers  
Contact: Wayne Harris, PE, PLS  
Address: 12499 West Colfax Avenue  
City, State, Zip: Lakewood, CO 80215  
Phone: 303.431.6100  
E-mail: [wharris@martinmartin.com](mailto:wharris@martinmartin.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 the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the

Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

**Adams County Manager's Office**

[Signature] 11.5.2014  
Raymond Gonzales, Deputy County Manager Date

**Martin/Martin, Inc.**

Wayne W. Harris 11-04-2014  
Signature Date  
Wayne Wray Harris Principal  
Printed Name Title

**Attest:**

Karen Long, Clerk and Recorder  
Deputy Clerk

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

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Jefferson

STATE OF Colorado )SS.

Signed and sworn to before me this 4th day of November, 2014,

by Wayne W. Harris,

Nancy K. Van Cleave  
Notary Public

NANCY K. VAN CLEAVE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974021620  
MY COMMISSION EXPIRES 12/14/2017

My commission expires on: 12/14/17



## 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:

Martin / Martin Inc  
Company Name

11-04-2014  
Date

Wayne Wray Harris  
Signature

Wayne Wray Harris  
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"

Adams County Request for Proposal Response

2014.359 Professional Land Surveyor Services for:

**Topographic/Design Surveys of 6 Areas**



Submitted by:



**MARTIN / MARTIN**  
CONSULTING ENGINEERS

October 2, 2014



**ADAMS COUNTY**  
**COLORADO**  
**ADAMS COUNTY, COLORADO**  
**PROPOSAL FORM**  
**2014.359 SURVEYING SERVICES FOR**  
**TOPOGRAPHIC/DESIGN SURVEYS**  
**PROPOSAL SIGNATURE PAGE**

**VENDOR'S STATEMENT**

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Dated 9-23-2014 Addenda #      Addenda #     

If None, Please write NONE.

Martin/Martin, Inc. 10-2-2014  
COMPANY NAME DATE

Corporation 84-1093281  
TYPE OF ENTITY (CORPORATION, TAX IDENTIFICATION NUMBER  
GENERAL PARTNERSHIP, ETC.)

Colorado  
STATE OF INCORPORATION,  
IF APPLICABLE

12499 West Colfax Avenue  
ADDRESS

*Wayne W. Harris*  
SIGNATURE

Lakewood, Colorado 80215 Wayne W. Harris, PE, PLS  
CITY, STATE, ZIP CODE PRINTED SIGNATURE

303-431-6100 wharris@martinmartin.com  
TELEPHONE NUMBER FAX NUMBER or EMAIL ADDRESS

Jefferson Principal, Civil Engineering  
COUNTY TITLE  
(Corporate Officer/Manager/General or Registered Agent, or General or Managing Partner)  
(Seal - If Proposal is by a Corporation)

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October 2, 2014

Adams County  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, CO 80601  
Attn: Liz Estrada, Contract Administrator

**Re: Adams County Request for Proposal 2014.359**

Martin/Martin Inc. is pleased to submit our proposal for the Topographic/Design Surveys of Six Project Areas. We offer a team of seasoned experts required to complete the six survey tasks identified in RFP 2014.359. We are available to begin immediately in addressing the project areas:

- 142nd and Franklin
- 138th and York to Franklin
- 11984 Riverdale Road
- 5201 and 5301 Bannock St.
- 149th and Pecos
- 58th and Marion Dr.

Just as you are vested in the community you serve, we are committed to serving you. Please contact me if you have any questions or need additional information. I may be reached at (303) 431-6100 x240 or by email at [wharris@martinmartin.com](mailto:wharris@martinmartin.com).

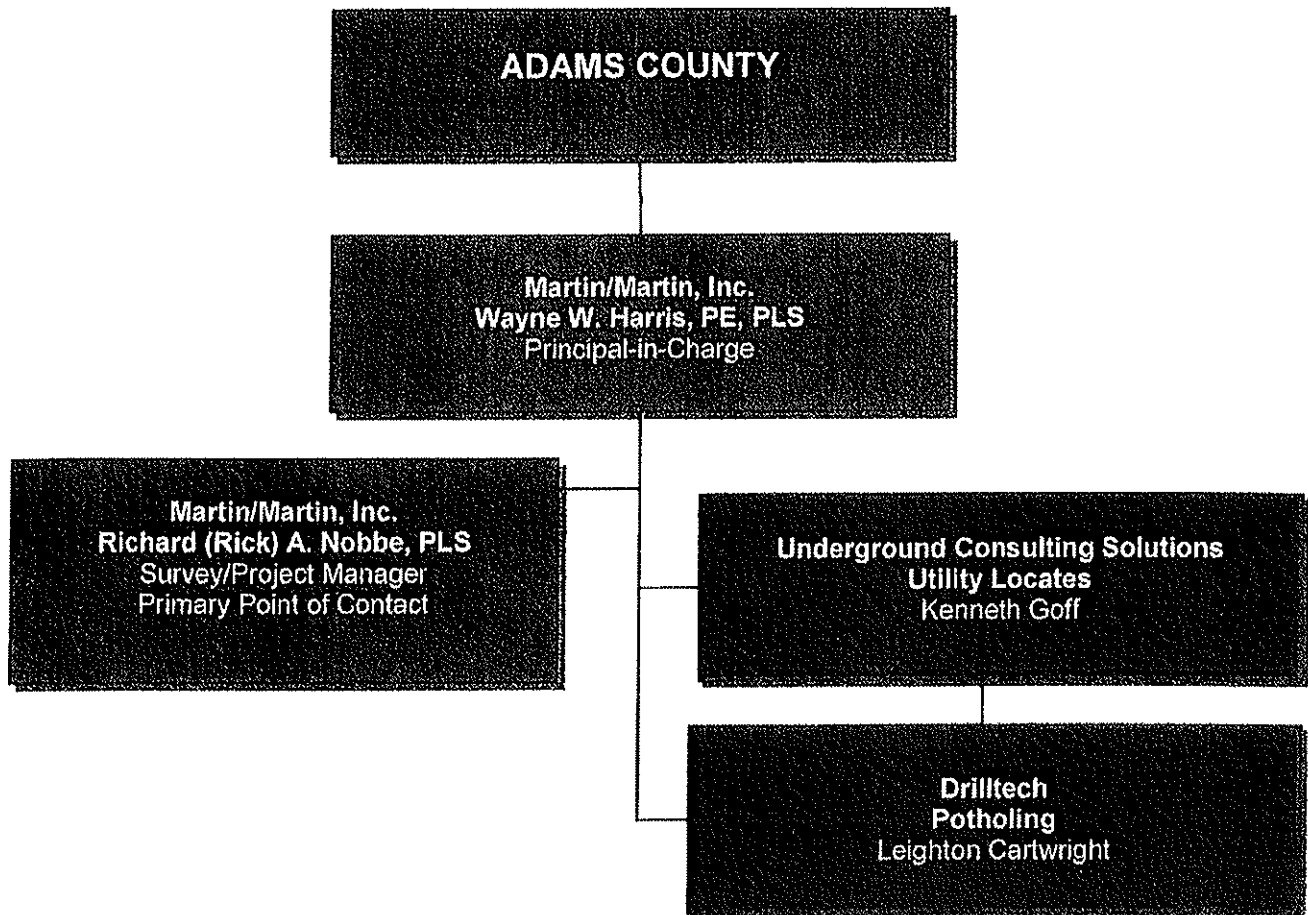
Best regards,

A handwritten signature in black ink, appearing to read 'Wayne W. Harris', is written over a horizontal line.

Wayne W. Harris, PE, PLS  
Principal



## TEAM/EXPERIENCE



## TEAM/EXPERIENCE

Wayne Harris, PE, PLS, Principal, Civil Engineering | Martin/Martin Inc. Mr. Harris has been principal-in-charge and/or project manager on many of the firm's site development/redevelopment projects where civil engineering design services are required to develop a lot or site for building(s) and infrastructure. Wayne's work has included contract negotiation, design of overlot grading and erosion control plans; and preparation of storm drainage reports and construction documents, which encompasses roadway plans, parking lots, building pads, watermain loops and relocations, fire lanes, storm sewer mains, detention facilities and sanitary sewer collection. Wayne offers over 40 years' experience on a variety of projects. In addition, he has been Principal-In-Charge on more than 25 Adams County projects as well as a variety of on-call contracts. Wayne's representative experience includes:



- Adams' County School District 12, Several Projects
- Adam's County Communications Center (911 Emergency Communications Center)
- Adams County Detention Facility Pod F and Expansion/Addition
- Adams County District 50 Fire Stations
- Adam's County District Attorney's Office
- Adams County Justice Center (original and expansion)
- Adams County Professional Engineering Services Contract
- Adam's County Sheriff's & Coroner's Office, Brighton, Colorado
- Adam's County Professional Engineering Services Contracts
- Flatrock Training Facility, Adams County Sheriff's Training Facility, Adams County, Colorado
- Brighton Roadway Improvements (Bromley Lane, 27<sup>th</sup> St, Tower Rd and South St)
- Bridge Street Widening, Brighton, Colorado
- Southern & Tower Roadway Improvements, Brighton, Colorado
- Douglas County Topographic and Boundary Survey for Fairgrounds and Preparation of Utility Easements Castle Rock, Colorado

**Registrations:** Professional Engineer – Colorado 18548, Nebraska E11220, Wyoming 10280  
Professional Land Surveyor – Colorado 18548, Iowa 7989

**Education:** Iowa State University, BSCE, 1972

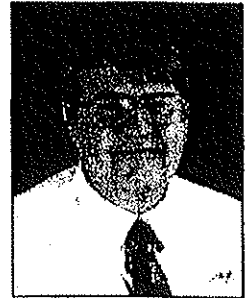
**Affiliations:** Colorado Association of Stormwater & Floodplain Manager  
National Society of Professional Engineers  
Professional Land Surveyors of Colorado



## TEAM/EXPERIENCE

### Rick Nobbe, PLS, Associate, Survey Manager | Martin/Martin Inc.

Mr. Nobbe, as survey manager, is directly responsible for all aspects of surveying including topographic, boundary, street layout, lot layout, design and drainage surveys, as well as construction staking including earthwork, water, curb and gutter, and structure layout. Rick manages Martin/Martin's three in-house survey crews as well as outside survey sub consultants, who participate as a part of the firm's project teams. Has been with Martin/Martin since 1989. He has a working knowledge of Adams County. Rick's representative project experience includes:



- South Adams County Water and Sanitation District On-Call Survey Services, Colorado
- Adam's County District Attorney's Office, Brighton, Colorado
- Adam's County Justice Center, Topographical Survey, Brighton, Colorado
- Flatrock Training Facility, Adams County Sheriff's Training Facility, Adams County, Colorado
- York Street Right-of-Way and Conceptual Design, 58<sup>th</sup> to 66<sup>th</sup> Avenue, Adams County, Colorado
- Bromley Lane & 27<sup>th</sup> Avenue Widening project Topographic Survey, Brighton, Colorado
- Brighton Roadway & Intersection Improvements, Brighton, Colorado
- Metro Waste Water Reclamation District On-Call Survey Services, Adams County, Colorado
- Berkeley Water and Sanitation District and Easement Survey Services, Adams County, Colorado
- Brighton Police Department and Municipal Court, Brighton, Colorado
- Hidden Lake Park Baseball Complex, Adams County, Colorado
- South Adams County Water and Sanitation District, Adams County, Colorado
- Edwards Property Aerial and Topo Preparation and Easement, Edwards, Colorado
- Candelas (Cimarron) Development, Topographical Survey, Arvada, Colorado
- Heritage Inn Topographic Survey, Aurora, Colorado
- Wheat Ridge Recreation Center, Topographic Survey, Wheat Ridge, Colorado
- Exempla Lutheran Medical Center, Topographic Survey, Wheat Ridge, Colorado

**Registrations:** Professional Land Surveyor – Colorado 23899, Wyoming No. LS 13941

**Education:** Studies at University of Colorado at Denver

**Affiliations:** Central Chapter of Professional Surveyors  
Professional Land Surveyors of Colorado

### Kenneth Goff, Director of Operations | Underground Consulting Solutions

Mr. Goff is the UCS Dir. Of Operations. He has nearly 20 years of experience utility locate training, operating, supervising, scheduling and cost estimation. His responsibilities include: organization of all new start-up operations and hiring and training strategy implementation; field operations management; development of staffing guides to utilize training time efficiently and keep operations adequately staffed for workloads; troubleshooting difficult locates and providing quality control for all field technicians; and providing detailed drawings of all engineering and survey locates.

### Leighton Cartwright | Drilltech

Mr. Cartwright is President of Drilltech which was established in 1998. Leighton offers nearly 30 years' experience and a Drilltech management team with a combined expertise of more than 30 years in the HDD and pipeline industries. Leighton's experience is in every geography and soil type throughout Colorado. This experience translates into knowledge, enabling him to envision potential challenges before they materialize so he and his experience staff are always ready with a solution. Drilltech's focus is not just on projects, but on relationships.

Statement of Proposal to Adams County



2014.359 PROFESSIONAL LAND SURVEYOR SERVICES FOR TOPOGRAPHIC/DESIGN SURVEYS – 6 SITES



## TEAM/EXPERIENCE

### Civil Engineering Team Capabilities

Civil Engineering services at Martin/Martin mean complete design services. They include feasibility studies; concept, preliminary and final plans; contract documents; contract administration; construction observation and project closeout. For the specific needs of the Adams County topographic/design surveys of six parcels of land; the following are relevant services that best serve the County for professional land surveyor services.

### Survey Services

The Martin/Martin surveying team offers a wide range of skills and experience. Our survey department has three survey crews where four individuals are Professional Land Surveyors. These staff members have participated in a wide range of projects and have demonstrated abilities in topographic surveying, drainage surveying, control monumentation, ownership research, right-of-way research, TMOSS surveys, MOSS models, CADD capabilities and project management. Martin/Martin's surveying group is providing services to public and private sector clients in Adams County and throughout Colorado. Martin/Martin can provide:



Topographic Surveys

Utility Locations

Right-of-way Research and Plats

Flood Zone Cross Sections

Ownership Maps

Boundary and Easement Surveys

Legal Descriptions

Section Breakdowns

Horizontal and Vertical Control Surveys

Surveying for LOMR/CLOMR

Aerial Mapping Control

ALTA Surveys

Construction Surveys and Staking

Translation of Data to AutoCAD

### Topographic Surveying

Topographic information is gathered utilizing a combination of RTK GPS field techniques and conventional total station techniques or aerial mapping depending on the size and accuracies needed for the project. In the open areas, the RTK crew can pick up twice as many points as a conventional crew. When RTK does not work, (against the existing buildings or under trees), conventional techniques are utilized. Elevations and characteristic of the underground power, telecommunication, cable television, street lighting and traffic is also collected in the field. Once fieldwork has been completed, an AutoCAD base file is created containing the topographic, boundary, easements and utility information.



## APPROACH TO PROJECT/SCHEDULE

Martin/Martin Inc. (M/M) understands the purpose of this work is to provide Adams County with topographic/design surveys in six specific regions in the County that are experiencing drainage issues. By providing full topographic surveys of these areas, the County will be able to better evaluate and address the current problems and review the extent of each for the future correction of the drainage challenges.



### Approach

Martin/Martin is very familiar with the requirements of drainage surveys. We have prepared large number of topographic surveys that were used by our in house M/M engineers to determine the proper remediation for areas prone to flooding and for flood plain determination. The following project approach will be followed for each of the six project areas as outlined in the request for proposal.

Immediately following the Notice-To-Proceed and the initial project meeting, M/M will begin contacting property owners to obtain permission to enter the required parcels to complete the topographic survey. During the same time that permission to enter is being obtained, M/M will also begin coordinating utility locating and marking work, which will be performed by our sub-consultant, Underground Consulting Solutions.

Martin/Martin will set at least two (2) control points / benchmarks at previously determined locations at each site. Field crews will then locate all of the new control points, section corners and the existing Adams County control points utilizing RTK GPS techniques. Field observations will be processed using Trimble Office software to calibrate to the existing Adams County Coordinate System. Monument records will be prepared if needed for any of the section corners used for this survey that are not recorded.



Topographic information and existing boundary monumentation will be gathered utilizing a combination of Real Time Kinematic (RTK) GPS field techniques and robotic total stations techniques. M/M has invested in the latest Trimble Surveying equipment. By utilizing this equipment and these technologies our two-man crews can acquire twice as many points as a conventional two-man crew. We have developed a coding system for use by our field crews that allows them to collect the attribute information such as monument descriptions, dips, pipe types, pipe sizes and other information in the field as they locate the items in the field. These

attributes will pass through our office software and become attributes in the AutoCAD blocks without having to re-enter this information in the office which can lead to mistakes. As part of our coding system we have also developed a system that allows our crews to define any surface break lines in the field which increases the accuracy of our 3D surface models that are used to generate the contours. A priority will be placed on finding all of the existing property monuments first so that Richard Nobbe, PLS can begin analyzing the existing deeds and monumentation to determine the location of the existing Right-of-Way's and other adjoining property lines as the other field work is being completed. After field work has been completed we will generate drawings of the existing conditions including the horizontal and vertical location at ground level of all improvements, sidewalks, curb, asphalt, concrete, buildings, signs, trees over 2" in caliper and 1 foot contours. Underground utilities will be electronically marked by Underground Consulting Solutions and then the marks will be located in the field and added to the survey drawing. Manhole and inlets will be measured to get the invert of the pipes and pipe will be connected in the drawing.

Martin/Martin Principal-In-Charge, Wayne Harris, PE, PLS, will conduct a quality-control check of the survey. He will submit hard copies of the final survey to Adams County for review. After the survey has been approved, all final documents and electronic files will be transmitted to County.

Statement of Proposal to Adams County



2014.359 PROFESSIONAL LAND SURVEYOR SERVICES FOR TOPOGRAPHIC/DESIGN SURVEYS - 6 SITES

## APPROACH TO PROJECT/SCHEDULE

### Potholing

If potholing is needed to verify the depths of utilities Martin/Martin will use DrillTech for the non-destructive excavation. Cost per hole includes the excavation, field survey to locate the borehole and adding the information to the drawings.

### Schedule

We anticipate three weeks from notice to proceed to complete the survey drawing for Area 1. Area 2 completion will follow one week later, followed by Areas 3 and 4 the next week and Areas 5 and 6 the following week. Six weeks will complete all of the surveys.

Area	Survey Cost	Utility Locate Cost	Total Cost
142 <sup>nd</sup> and Franklin	\$4,400	\$500	\$4,900
138 <sup>th</sup> and York to Franklin	\$7,000	\$1,000	\$8,000
11984 Riverdale Road	\$3,100	\$350	\$3,450
5201 and 5301 Bannock St.	\$2,800	\$300	\$3,100
149 <sup>th</sup> and Pecos	\$3,400	\$400	\$3,800
58 <sup>th</sup> and Marion Dr.	\$3,100	\$350	\$3,450
			<b>Grand Total (6 Areas)</b>
			<b>\$26,700</b>

### Optional:

Additional Cost for Potholing; \$450 per borehole



## 2014 HOURLY RATE SCHEDULE

### A. Personnel Services

#### Civil Department

<u>Title</u>	<u>Rate</u>
Principal-in-Charge .....	\$160.00
Survey Manager .....	\$145.00
Survey Crew (2-man) .....	\$150.00
Survey Crew (1-man) .....	\$115.00
Professional Land Surveyor .....	\$90.00
Construction Services Rep. ....	\$95.00

These rates are subject to change at the beginning of each year.

### B. Travel and Transportation Expenses

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin, Inc.
2. Fifty-six cents (\$0.56) per mile for use of vehicles.

### C. Outside Services

Invoice cost of services and expenses charged to Martin/Martin, Inc. by outside consultants, professional, or technical firms engaged in connection with the order/project at a multiple of 1.1 times cost to Martin/Martin, Inc.

### D. Plotting/Printing Costs

Photo copies at \$0.04 per sheet.  
Color photo copies \$0.25 per sheet.  
Bond Sheets \$0.10 per s.f.  
Mylars at \$3.40 per s.f.  
Color plots \$6.00 per s.f.

### E. Miscellaneous Expenses

The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Martin/Martin, Inc. from outside sources, at a multiple of 1.1 times cost to Martin/Martin, Inc.. All out of pocket expenses not included in Items A, B, and C will be included in this category.

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