

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 22nd day of May 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Matrix Design Group Inc., located at 1600 Blake Street, Suite 200, Denver, Colorado, 80202 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 2017.401 and the Contractor's response to the RFP 2017.401 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 from the date of the agreement through July 31, 2018.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals 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: Sixty four thousand five hundred and seventy-two dollars (\$64,572.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
 - 8.1.2. General Aggregate: \$2,000,000
- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
 - 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared

suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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

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

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

*Remove - pdc
5-18-17*

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

11. TERMINATION:

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

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be

given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other

hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

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

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

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

contract with an illegal alien to perform work under this public contract for services.

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

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

Interim County Manager

[Signature]
Raymond H. Gonzalez

22 MAY 2017
Date

Matrix Design Group, Inc.

[Signature]
Signature

5-13-17
Date

Patrick Chelin
Printed Name

VP
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver

STATE OF Colorado)SS.

Signed and sworn to before me this 18 day of May, 2017,

by Patrick Chelin

[Signature]
Notary Public

KIMBERLY D KINDIG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144046827
COMMISSION EXPIRES DEC. 10, 2018


My commission expires on: Dec 10 2018

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:

Matrix Design Group 5-18-17
Company Name Date


Signature

Patrick Chelid
Name (Print or Type)

VP
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 from qualified engineering firms interested in providing engineering services to create a design, 100% construction documents including plans and specifications, an estimate of probable construction costs, bid documents, permitting, and construction management services related to redesigning and reconstructing the Engineer's Lake trailhead parking lot near the intersection of Highway 224 and the South Platte River.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 2.1. Interested parties 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 2:00 pm January 17, 2017. All questions are to be submitted to Jennifer Tierney, Contract Administrator by email at jtierney@adco.gov.
4. An Addendum to answer all questions will be issued no later than January 20, 2017.
5. There will be a **Mandatory Pre-Proposal conference** on January 12, 2017, at 10:00 a.m. at the site location, which is near the intersection of Highway 224 and the South Platte River, a map is provided in the Scope of Work below.
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, C4000A Brighton Colorado 80601, up to 2:00 p.m. on January 26, 2017.
 - 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.~~

- 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 (12) 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: Engineering Services Engineer's Lake Trailhead Parking Lot and 2017.400.
- 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 or Agreement for any equipment, materials or services.
- 6.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 6.21. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
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. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

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

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

- 10.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 10.1.1. Each Occurrence \$1,000,000
 - 10.1.2. General Aggregate \$2,000,000

- 10.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 10.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 10.2.2. Personal Injury Protection Per Colorado Statutes

- 10.3. Workers' Compensation Insurance: Per Colorado Statutes

- 10.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 10.4.1. Each Occurrence \$1,000,000
 - 10.4.2. 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.

- 10.5. 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:
 - 10.5.1. 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.
 - 10.5.2. 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.
 - 10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 10.6. 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.

- 10.7. 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.
 - 10.8. 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.
 - 10.9. 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.
 - 10.10. 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.
 - 10.11. 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.
 - 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
 - 10.13. 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.
11. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
 12. 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:

- 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.
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- 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 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

Scope of Work

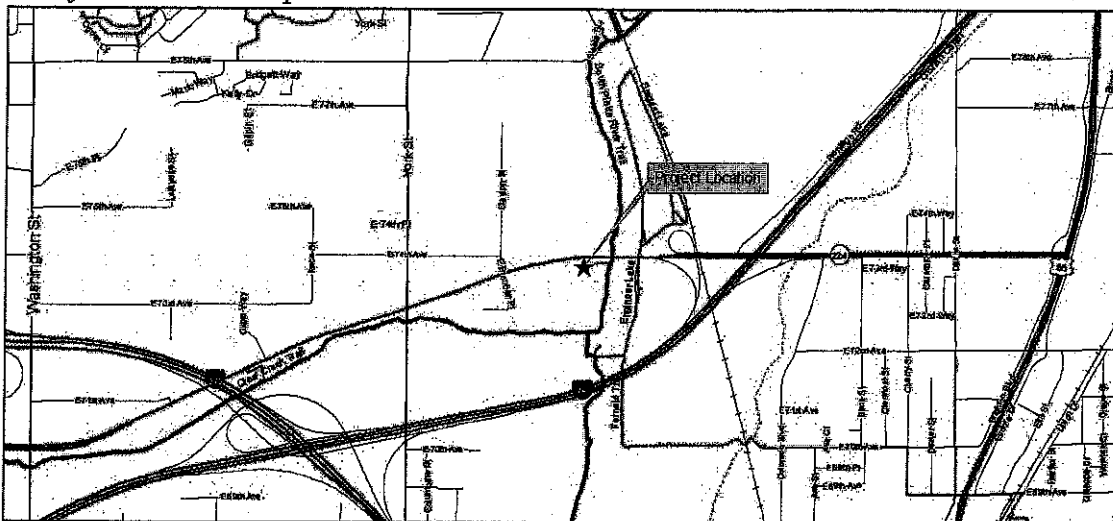
Introduction and Background

Adams County is seeking proposals from qualified engineering firms interested in providing engineering services to create a design, 100% construction documents including plans and specifications, an estimate of probable construction costs, bid documents, permitting, and construction management services related to redesigning and reconstructing the Engineer's Lake trailhead parking lot near the intersection of Highway 224 and the South Platte River.

Location

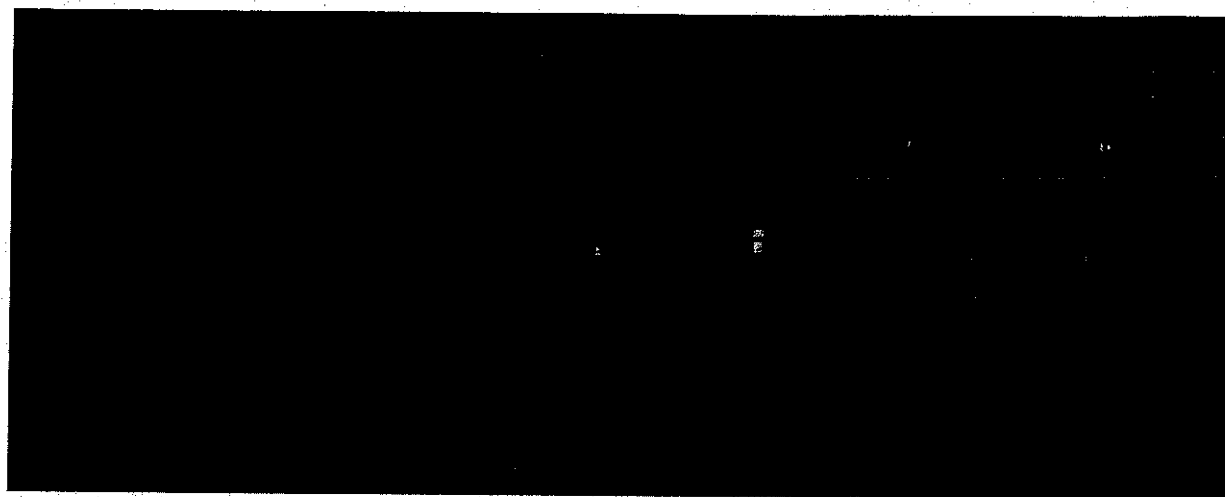
The parking lot is located west of the South Platte River on the south side of Highway 224 in the Commerce City area. The nearest cross streets are Brannan Place and State Highway 224.

Project Location Map



Currently, the parking lot has a mixture of surface types with no striping. The trailhead contains minimal landscaping, no lighting, and minimal drainage and stormwater facilities. There is no potable or irrigation water or electrical service at this location. The parking lot is located in Colorado Department of Transportation (CDOT) right-of-way and serves both the South Platte River Trail and the Clear Creek Trail in this area.

Current Parking Lot



Project Goals

We would like to improve the aesthetics of the parking lot to invite more use as well as increase safety for users. The parking lot should be designed to hold thirty to forty vehicles and meet all applicable rules and regulations, including ADA requirements. The redesign should include a new parking surface with parking spot delineations, non-irrigated landscaping, drainage/stormwater management, site furnishings, solar lighting, signage, replacement of the fencing along the south boundary of the parking lot, and replacement of the fencing under the Highway 224 bridge. Adams County is interested in pursuing Low Impact Development design for this parking lot as conditions and funds allow, but must also consider future maintenance needs in this decision.

Scope of Services

The Scope of Services includes:

1. Design/engineering: The design team shall provide design/engineering services necessary to produce and deliver bid and construction documents for the Engineer's Lake trailhead parking area project within the approved budget and required time schedule. Design and construction documents shall be distributed to the County Project Manager at 50% and 90% completion for review and comments and upon completion of the 100% design;
2. Geotechnical and soil investigations, as needed;
3. Survey: Design team will provide project design survey (horizontal, vertical and underground utilities and any other survey work needed to prepare construction documents);
4. Utilities: The design team shall be required to provide utility marking, and shall review utility providers' maps, as required, to accurately depict existing utility locations, depths and points.
5. Coordination: Design team will need to work closely with Adams County and CDOT for the drainage improvements and parking lot access point/curb cut;
6. Signage: Adams County Park standards for park signage shall be used for the project. Adams County shall supply the Consultant with a hardcopy of the standard sign design;
7. Design team will develop quantity estimates and independent professional construction cost estimates for the total project. Final cost estimates shall be submitted with the 100% design.

8. **Permitting and Approvals:** Design team shall prepare all permit applications on behalf of the County, including revisions, necessary to secure all federal, state, and local permits. The County shall submit applications and pay application fees. Permits needed include a Special Use Permit from CDOT (will require obtaining all applicable environmental clearances);
9. **Complete Set of Bid Documents:** Provide Construction Documents suitable for the County to advertise for construction bids that include: technical specifications, grading plan(s), drainage plan, storm-water plan, non-irrigated landscape plan, photometric plan and all other details/plans required for permitting submittals and bid estimation by construction contractor(s). All drawings and specifications shall be stamped by a Colorado licensed engineer and/or a Colorado licensed landscape architect;
10. **Bidding Assistance:** The design team shall attend a mandatory pre-bid meeting by construction bidders, assist Adams County in the selection of a construction contractor by reviewing construction bid submittals, responding to construction bidder's questions and clarifying bid documents as necessary by the timely issuance of clear addenda to the purchasing agent;
11. **Construction Management:** The design team shall observe and verify that the construction is generally proceeding per the contract documents, attend progress meetings during construction, work with construction contractor to resolve issues with the design specifications and plans, review and recommend approval of samples, drawings, request for information submittals, and substitutions within ten (10) working days of receipt, participate in the final inspection and preparation of a punch list of corrections to the construction, prepare plan revisions and review construction change orders, and at the conclusion of construction, prepare as-built drawings from the contractor's marked up construction plans, hardcopy and electronic copy, of all of the final construction accurately depicting the location and disposition of all improvements with a release allowing the County use of the same. All design work shall be performed on a CAD format, or a format acceptable to the County;
12. **Contact with Project Manager/Public Meetings:** The design team shall be required to meet periodically with the County Project Management staff during the design and construction periods. The design team manager and other appropriate design professionals are expected to attend such meetings. Additional project meetings shall be scheduled as needed.
13. **Schedule:** The design team shall provide a progress schedule and conduct data gathering meetings, as necessary;
14. **Provide and pay for all printing and reproduction of all drawings and specifications until construction drawings are ready for bidding.** Provide electronic plans and specifications for reproduction. Adams County shall provide all reproduction of contract documents for bidding and construction.

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

Available Budget

The budget available for both design and construction of this project is approximately \$350,000.

Submittal Requirements

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

Cover Letter: A cover letter shall be provided which succinctly explains the design team's interest in the project. The letter shall contain the name, address and phone number of the design team and name the principal person that will lead the team. This person shall work closely with Adams County and shall identify any other individual(s) who will be authorized to make presentations on behalf of the Design Team.

Approach to Providing Services: Provide a description of the means and methods proposed to execute the scope of work for this project. Detail major work tasks and include a list of deliverables.

Design Team Information: Provide a short description of your firm not exceeding one typewritten page including the professional services typically provided. Provide resume information concerning the key individuals to be assigned to this project. Names, titles, experience, job descriptions, professional training, functional role, professional licenses and/or associations of individuals, shall be included.

Design Schedule: The County closed a similar trailhead located to the west of the project site in mid-2016. Improvements at this site are needed as soon as reasonably possible to ensure adequate access to the trail for residents. Provide an anticipated timeline for this project and denote when major milestones will be met.

Past Experience: Provide brief project descriptions and histories that delineate your ability for at least two design projects completed in the past three years with a similar size and scope to this project. Projects that utilized low impact development design principles to manage stormwater runoff should be highlighted in this section. Provide as a minimum:

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

Proposed Fee: A contingency equal to 10% of the total proposed design cost shall be added as a line item and shown in the total proposed fee for this project. **Two copies of the pricing**

proposed for this project shall be sealed in a separate envelope from the proposal and clearly marked "Fees".

Evaluation Requirements

Criteria for Selection: Proposals should address the following criteria:

1. Means and methods proposed to complete the scope of work.
2. Experience with State, Local, and Federal Rules and permitting requirements
3. Experience and qualifications in design and implementation of Low Impact Development design principles and projects of similar nature to the Engineer's Lake trailhead
4. Timeline proposed
5. Fee proposed

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

Submittal Checklist

- Response to RFP
 - W-9
 - Contractor's Certification of Compliance
 - Proposal Form/Contractor's Statement
 - References
 - 5 paper copy(ies)
 - One CD of submitted proposal in a single PDF document
-

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:

Matrix Design Group
Company Name

5-18-17
Date

Patrick Cholin
Name (Print or Type)


Signature

VP
Title

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



ADAMS COUNTY
COLORADO

PROPOSAL FORM
TITLE123

CONTRACTOR'S STATEMENT

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

Written Amount _____ \$ _____
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

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

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

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

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

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

1. SERVICES OF THE CONTRACTOR:

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

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

3. TERM:

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

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

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

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

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

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
Email:

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

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

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
Email:

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

11. CHANGE ORDERS OR EXTENSIONS:

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

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

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

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

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

Board of County Commissioners

Chairperson

Date

Winner123

Signature

Date

Printed Name

Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

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

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Signature

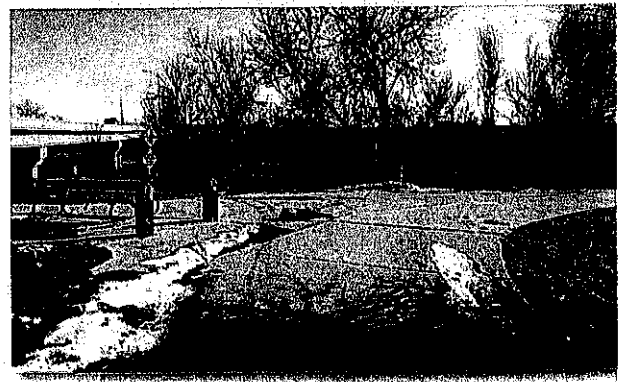
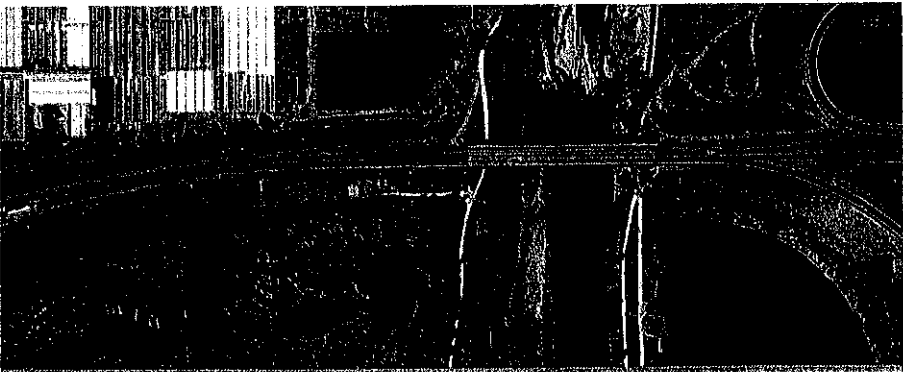
Name (Print or Type)

Title

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

A Proposal for
Engineering Services
for **Engineer's Lake**
Trailhead Parking Lot

Prepared for:
Adams County, Colorado



Submitted by:



January 26, 2017

RFP JT-2017.401



1601 Blake Street, Suite 200
Denver, CO 80202
303.572.0200 (p)
www.matrixdesigngroup.com

January 26, 2017

Purchasing Division
Finance Department
Adams County Government
4430 S. Adams County Parkway, 4th Floor, C4000A
Brighton, CO 80601

Reference: Engineering Services -Engineer's Lake Trailhead Parking Lot - 2017.400

Dear Selection Committee,

Matrix Design Group, Inc. (Matrix) is pleased to present the following proposal for engineering services for the Engineer's Lake Trailhead Parking Lot for Adams County. Matrix is a full-service engineering firm with transportation and traffic engineering expertise in addition to survey / GIS, water resources engineering, structural design, environmental investigations, landscape architecture, permitting, and construction management services. With offices in Downtown Denver, we are conveniently located to Adams County offices and project sites.

At the heart of our team is our Project Manager, Mr. David Kline, PE, PTOE. David brings over 20 years of experience to the civil planning/engineering team with responsibilities in project management, parking lot planning, multi-modal design, and agency design compliance. He has an excellent understanding of local, State and Federal criteria and guidelines, and experience in applying policies to design, and to the analysis and preparation of construction documents. David is a conscientious project manager who has experience with parking lot design, access permitting, stormwater solutions, and landscape issues and will be the primary contact for the duration of the contract.

As a preferred consultant for Adams County per the 2015.472 RFQ for 2016-2018 NPSPS Project, we are eager and ready to work with County staff on the Engineer's Lake Trailhead Parking Lot project. Our team is committed and equipped to complete your project in a timely and responsive manner that will meet and exceed your needs and expectations. Matrix is a Colorado based company and our community is very important to us. We look forward to serving the County.

Sincerely,

Matrix Design Group, Inc.

A handwritten signature in black ink, appearing to read "David Kline". The signature is written in a cursive, flowing style.

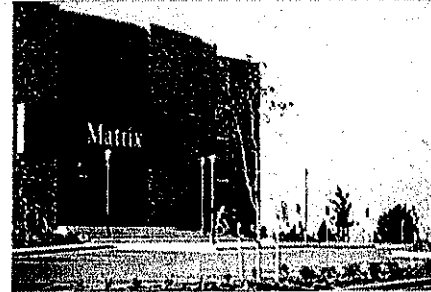
David Kline, PE, PTOE
Project Manager



Section 1 | Firm Overview / Design Team

SECTION 1: FIRM OVERVIEW / DESIGN TEAM

Founded in 1999, Matrix is a client-focused, nationally recognized, planning; engineering and environmental consulting firm that delivers integrated solutions through creative teamwork. We currently have 12 offices nationwide and over 140 employees. Matrix employs a multidisciplinary approach in all our work, from program management to planning to design. Our firm is founded on the ideas and principles drawn from the best practices in each of our diverse areas of expertise. We understand that, from simple to complex infrastructure systems, each project may require the involvement of multiple and varied stakeholders. Our projects are successful because they are managed by individuals grounded in multidisciplinary expertise and integrated thought for a clear understanding of these relationships and their hierarchy.



Matrix has broad capabilities in engineering services including:

- Transportation Engineering
- Traffic Control Design
- Structural Engineering (Bridge / Culverts)
- Utility Design
- Water Resource Engineering
- Drainage and Erosion Control
- State and Federal Permitting
- Landscape Architecture & Urban Design
- Field and Topographic Survey
- Cost Estimating
- Land Development
- Geographic Information Systems
- Pedestrian/Bicycle Facility Design
- Construction Management

Design / Project Team

The key to successful project execution is having the right people for the job, organized in a clearly defined structure to maximize responsiveness. Matrix is comprised of highly qualified professionals to meet all the project requirements. We propose to use a project organization that is simple and straightforward to provide Adams County with reliable, prompt and cost-effective services.

David Kline, PE, PTOE – Project Manager



David will serve as the Project Manager based on his experience in site civil planning and engineering design and project management. He has been involved with numerous state and local jurisdictional planning and design projects requiring access permitting, parking lot improvements, and landscape design coordination. He is qualified in engineering design of roadways, intersections, parking lots, and pedestrian/bicycle facilities, and is experienced in the development of construction traffic control plans and the permitting of construction activities in state and local agencies' Right-of-Ways.

Patrick Chelin, PE – Principal-In-Charge

Patrick has more than 18 years of civil engineering experience in the design of site civil projects, utilities and master planning. His areas of expertise include infrastructure design, roadway design, cost estimating, agency permitting, all levels of client and government agency interaction, project scheduling, and technical reports (drainage, water, and sanitary). As a principal of the firm, he will be involved in project administration, staffing requirements and contract execution.

Greg Shaner, PE – QA / QC – Peer Review

Gregory is a Senior Associate with over 19 years of experience in the civil engineering and development industry. His experience on the Rainbow Falls Trail Enhancement project is similar in scope of services to Engineer's Lake and we have selected him to provide QA / QC and peer review. His technical experience includes program management and owners' representation, federal and state project development, project site assessment, infrastructure design, and compliance with FEMA, USACE, CDOT and Colorado Department of Public Health and Environment regulatory standards.

Ian Anderson, ASLA, LEED BD+C – Landscape Architecture, Land Planning

Ian is a landscape architect with over 17 years of professional planning and design experience in community, resort and recreation master planning as well as urban design and site planning projects. Ian has managed and participated in multi-disciplinary design teams and developed a variety of public and private project types from schematic design through construction documentation and site observation.

Drew Beck – Water Resources Engineer

Drew is a senior water resource engineer and project manager with over 17 years of engineering experience including storm drainage modeling / hydraulic analysis, preparation of drainage reports and construction documents, stormwater management planning, urban water quality modeling including best management practice (BMP) and low impact development (LID) analysis. He also has experience on complex integrated projects requiring multi-discipline solutions on local and regional scales.

Bob Meadows, PLS – Land Surveying

Bob has over 29 years of experience in the land surveying profession. His expertise includes all aspects of boundary retracement / determination, map preparation and construction surveying. He has served as the lead project surveyor on a multitude of high profile public infrastructure improvement projects. He has prepared right-of-way acquisition documents for several CDOT oversight projects for local agencies and is very familiar with the CDOT surveying and ROW practices.

Subconsultant

For geotechnical services, we are supplementing our team with Kumar and Associates. We have collaborated with them on several projects.

Jim Noll, PE - Kumar and Associates – Geotechnical Services



Mr. Noll has over 33 years of experience in geotechnical, geological and materials engineering. Transportation related projects range from urban interchanges to mountainous terrain to rural aggregate surface roadways. Structures associated with the projects include single to multi span bridges and viaducts, and numerous retaining wall types. His background includes project management ranging from small-scale projects to large, multi-year contracts for various governmental agencies.



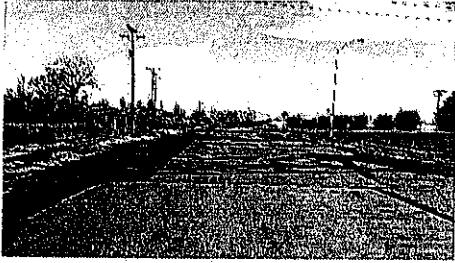
Section 2 | Critical Issues and Project Approach

SECTION 2. CRITICAL ISSUES AND PROJECT APPROACH

CRITICAL ISSUES

Parking Lot

The design should take advantage of existing parking lot elements, such as the trailhead beginning at the parking lot. Furthermore, the design should look to add trailhead and wayfinding signage as well as additional site amenities to enhance the existing entrance and site furnishings. We propose to incorporate the value of the existing asphalt pavement and concrete trail in the parking lot design to minimize construction costs, resulting in a low impact development approach to design. This can be accomplished by utilizing roadway design principals of widening the parking lot and overlaying existing pavement.



CDOT Access Permit

An important aspect of the project is to work with CDOT to obtain an Access Permit to SH 224. The application process includes collecting existing information and preparing the appropriate documentation to streamline the approval process. Due to the number of parking stalls needed, a Traffic Impact Study (TIS) and Hydraulic Study will likely be required. A TIS will be prepared using CDOT traffic data to document the minimal impact the improvements will have on the existing highway system. A hydraulic study will be prepared based on the Drainage Design report necessary for stormwater and water quality clearance requirements. The CDOT Access Permit process is expected to take two to three months, so it is an upfront activity.

Stormwater Design / Water Quality Clearances

The Matrix team will prepare drainage and water quality reports to receive state-issued Colorado Discharge Permit System (CDPS), and Municipal Separate Storm Sewer (MS4) Permits. The design intent will be to maintain historic drainage patterns by utilizing existing drainage system ditches and culverts. The site is conducive to the use of collecting sheet flow on the south in a water quality bio-swale or rain garden prior to release into the existing east / west drainage ditch. This approach could address both water quality and detention in a multi-use, integrated fashion.

Landscape Treatment

The site currently supports existing trees and shrubs without supplemental irrigation which suggests the site can sustain additional plant material after it has been initially established. Watering requirements for proposed plant material must be addressed in the technical specifications and warranty requirements to optimize plant establishment. Per Low Impact Development techniques, the Matrix team will utilize native, drought-tolerant plant material to create a sustainable and resilient landscape design.



Trailhead Aesthetics

The Matrix team will inventory the existing trailhead site conditions and evaluate the site furnishings, plant material, pavements, and on- and off-site influences to identify critical priorities for trailhead improvements. Site plan alternatives will be developed for review that optimize access, visibility, and use of the trailhead facilities.

Adjacent Property

The Matrix team will coordinate the parking lot and drainage design with the adjacent property owner. In addition, we will study the south property line fence replacement options to include the aesthetics, construction costs and maintenance cost to support decision making. Consideration will also be given to property access gates. We will also work with adjacent property owner(s) to obtain a temporary construction permit.

PROJECT APPROACH

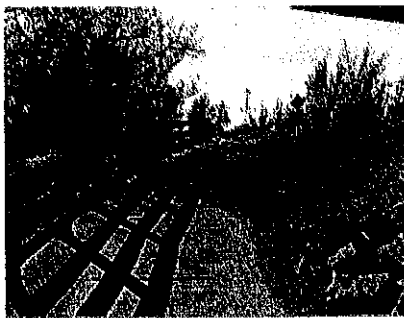
Trailhead Parking Lot Planning and Design

The key to the trailhead parking lot planning and design is the ability to successfully blend the parking lot with the and proposed amenities of the trailhead. Matrix brings trail planning and design experience with engineering expertise to help clients make informed choices and balanced decisions.

Key considerations include:

- Enhancement of the trails and site elements to provide a more integrated and safe experience for visitors.
- Coordinating with local and County stakeholders in the comprehensive design of the trail network and parking locations.
- Low Impact Development landscape design of the improvements within the existing parking lot limits.
- Included wayfinding signage, fencing, and multi-modal trail systems connection.
- Integrated trailhead parking area and trail terminus point with site features.
- Permitted access location and parking lot design.
- Stormwater water quality and detention opportunities using bio-swales or rain gardens.

The Matrix team has developed the following approach and scope of work for this project to effectively resolve critical issues and any others that develop through the course of the project. The proposed scope of work includes the items in the Request for Proposal and is represented in six separate tasks. The first task focuses on data collection, drainage, and preliminary design. The second task of the project is administration / management, coordination, and schedule which takes place throughout the duration of the project. The third task consists of presenting the design and study findings to Adams County for review, input, and to share results with stakeholders. The fourth task is value engineering, cost estimating, final design and obtaining approvals. The fifth task would include bidding and contractor selection support. The sixth and final task is supporting Adams County throughout construction with minor construction oversight.



TASK1 – DATA COLLECTION, AND PRELIMINARY DESIGN

Data Collection - Collect and review all pertinent information including studies, plans and construction documents and work with Adams County staff to review existing elements of the project and refine the scope of work.

Topographic Survey – Collect topographic data of the existing parking lot, property lines, SH- 224 access point and adjacent roadway information. Existing field survey will include but not be limited to existing landscaping, pavements, fences, drainage features, utilities, site furnishing and wayfinding signs.

Right-of-Way and Ownership Information – Work with Adams County staff to research and obtain the recorded plats and boundary maps associated with the project.

Utility Location - Locate all visible utilities including manholes, catch basins, and research other existing and planned utilities.

Colorado Department of Transportation Access Permit – Meet with CDOT to discuss the access permit application. Prepare the access permit and accompanying documents.

Traffic Impact Statement – Prepare a Traffic Impact Statement (TIS) to meet the needs of the State Access Permit. The TIS will be prepared with existing traffic counts presented on the CDOT traffic data website. The parking lot conditions will be used to create the site generated trips.

Low Impact Development Landscape Design – The team takes a low impact development approach to design to incorporate existing trailhead elements into the proposed improvements, thus creating an environmentally beneficial and value oriented project. The in-house landscape architecture team will establish a landscape design which is drought tolerant. Additionally, the team will coordinate site furnishings and wayfinding elements as they relate to the existing trailhead location and design.

Geotechnical Investigation – Determine the necessary geotechnical effort to include parking lot pavement design, bore or drill logs, water table, and soil classification.

Preliminary Design - Prepare a preliminary parking lot design that will take the design to the 50% level. The parking lot facility design will consider ADA accessibility, parking lot stall and drive aisles to accommodate as many parking spaces as possible with a goal of up to 40 stalls.

Storm Water Design/Water Quality – Prepare a preliminary drainage report in accordance with Adams County and Urban Drainage & Flood Control District (UDFCD) design criteria to conform to the terms of the state-issued Colorado Discharge Permit System (CDPS) Municipal Separate Storm Sewer (MS4) Permits. Maintain existing stormwater drainage pattern by utilizing existing storm system ditches and culverts, and adding new temporary facilities where necessary.

TASK 2 – PROJECT MANAGEMENT/ADMINISTRATION, COORDINATION AND SCHEDULE

Project Management/Administration - Proactively manage this project by providing regular project update emails to the Adams County Project Manager and other appropriate project stakeholders. These emails will include a list of the tasks completed during the previous week, tasks to be worked on during the following week, outstanding action items along with who is responsible for completing each action item, and a list of any other issues or concerns. These project update emails will be compiled monthly into a progress report that will be submitted along with the monthly project invoice to The Adams County Project Manager (or designee).

RFP	OFFER				
Professional	1	1	11	0	12
Materials	1	0	0	0	0
CM/PM Design/Project Management	1	1,142	2,822	1,179	1454
CM/PM Roadway Design	1	10,014	1,123	0	11,137
CM/PM Utility/Stormwater	1	1,743	0	0	1,743
CM/PM Drainage Design	1	11,146	0	0	11,146
CM/PM Erosion Control	1	1,111	0	0	1,111
CM/PM Signage	1	1,102	1,102	1,102	1,102
CM/PM	1	1,102	0	0	1,102
CM/PM	1	1,102	0	0	1,102
CM/PM	1	1,102	0	0	1,102
CM/PM	1	1,102	0	0	1,102
CM/PM	1	1,102	0	0	1,102
CM/PM	1	1,102	0	0	1,102
TOTAL	0	11,142	2,822	1,179	12,143

Example of report

Project Coordination - A fast paced project such as this one will require coordination throughout the project duration. As a multi-disciplined organization, Matrix will perform most of the work in-house. This supports a clear and concise project development. The team also includes a sub-consultant with past experience which support project coordination.

Project Schedule - The Matrix team has developed a project schedule to address all the project critical issues. The proposed schedule proposes to deliver the final plans in May 2017 and should Adams County desire to advance construction, the project could be complete by the end of the 2017 construction season.

The detailed baseline schedule (Section 3) will be refined once Adams County has the opportunity to review and approve the final scope of work. The schedule allows tracking in adherence to the baseline scope of work, schedule and budget on a regular basis so that schedule deviations can be identified and immediately corrected during the project.

TASK 3 – STAKEHOLDER COORDINATION / MEETINGS

Stakeholder Coordination - Assist County staff with presentations to stakeholders such as CDOT, and adjacent property owners. These meetings may include the following:

- Project Initiation
- CDOT Access Permit
- Field Inspection Review
- Final Office Review
- City of Aurora Plan Review
- Property Owner (TBD)



TASK 4 –FINAL DOCUMENTS, AND COST ESTIMATING/VALUE ENGINEERING

Final Documents - Prepare final documents based on comments and input from Adams County. The final reports and plans are typically referred to as 90% or 95% complete. The final documents will be 100% and only minor revisions will be necessary between the final plan documents and the bid set. Prepare a set of construction specifications at this point in the design process in addition to the final construction documents, final technical reports and final cost estimate.

Design Quality Assurance and Quality Control - The Matrix team will perform an internal QA / QC process. Once complete, a comprehensive final design package will be submitted to Adams County. A comprehensive list of comments will be compiled and responses to comments will be submitted. Follow-up will be done to ensure that proposed comment responses are acceptable as a conclusion to the Final Design task.

Specific steps in the quality review cycle:

- Design Quality Checking - independently checked in detail between the Matrix offices of similar discipline.
- Technical Reviews – Senior engineer discipline level review at the preliminary and final design stages for approach, suitability and consistency with project design criteria, standards, client requirements, and good engineering practice. Senior engineers possessing recognized expertise in their respective design disciplines will conduct this review. Formal technical reviews will occur at the preliminary and final design stages.
- Design Coordination Reviews - Coordination among design disciplines is critical in the review process.
- Final Package Review – When design work is complete and plans are compiled for advertisement, a complete review by the QA / QC Manager and Project Manager will be conducted.

Cost Estimating/Value Engineering - Construction cost estimates will be prepared based on the final documents. The estimates will be created using unit quantities and unit prices. The unit prices shall be established for current bidding in the vicinity to reflect current construction trends.

Throughout design development, construction estimates will be prepared to access financial viability of design alternatives and options. These estimates will be used in the value engineering step to forecast the total projects costs.

TASK 5 –BIDDING AND CONTRACTOR SELECTION SUPPORT

Bid Process - Prepare a complete construction package for bidding purposes based on any comments and approved comment resolutions agreed to at the end of the final design task. This bid package will include a set of plans and specifications, as well as a final opinion of construction costs. Provide specification sections to Adams County in Microsoft WORD format and a blank bid-tab in Microsoft Excel format for use by the Adams County purchasing office. Design team staff will also attend any pre-bid conference that Adams County conducts and be available to answer bidders' questions. Upon the receipt of bids from contractors, assist the County in analyzing the bids for any abnormalities and make a recommendation for award, if desired.

NO	REMOVAL OF EXISTING	42	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
	REMOVAL OF EXISTING	42	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
	REMOVAL OF EXISTING	42	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

Example of bid-tab in Excel

TASK 6 – CONSTRUCTION SUPPORT


Construction Phase Services - Be available to the County throughout the construction. The engineering support services during construction include responding to requests for information (RFIs) from the selected contractor, reviewing shop drawings and material submittals, and attending construction progress meetings.



Section 3 | Design Schedule



A Proposal for
Engineering Services for Engineer's Lake Trailhead Parking Lot

RFP # JT-2017.40, Adams County 

SECTION 3: DESIGN SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1	*	Engineer's Lake Trailhead Parking Lot 165 days		Mon 2/13/17	Fri 9/29/17
2	*	DATA COLLECTION			
3	*	Topographic Survey	11 days	Mon 2/13/17	Mon 2/27/17
4	*	Right-of-Way / Ownership	5 days	Mon 2/13/17	Fri 2/17/17
5	*	Utility Location	1 day	Wed 2/15/17	Wed 2/15/17
6	*	Geotechnical Investigation	10 days	Mon 2/20/17	Fri 3/3/17
7	*	PRELIMINARY DESIGN			
8	*	Stormwater Design / Water Quality	11 days	Mon 2/27/17	Mon 3/13/17
9	*	CDOT Access Permit	5 days	Mon 3/6/17	Fri 3/10/17
10	*	Traffic Impact Statement	15 days	Mon 2/20/17	Fri 3/10/17
11	*	Low Impact Development Landscape Design	11 days	Mon 2/27/17	Mon 3/13/17
12	*	Drainage Study	11 days	Mon 2/27/17	Mon 3/13/17
13	*	Water Quality	11 days	Mon 2/27/17	Mon 3/13/17
14	*	Trail Design	15 days	Mon 2/20/17	Fri 3/10/17
15	*	Landscape Design Concepts	10 days	Mon 2/27/17	Fri 3/10/17
16	*	CD Submittal	1 day	Wed 3/15/17	Wed 3/15/17
17	*	Review	11 days	Wed 3/15/17	Wed 3/29/17
18	*	County Review Meeting	1 day	Thu 3/30/17	Thu 3/30/17
19	*	PROJECT MANAGEMENT / ADMINISTRATION / COORDINATION AND SCHEDULE MEETINGS			
20	*	Project Management / Administration	165 days	Mon 2/13/17	Fri 9/29/17
21	*	Design Coordination	78 days	Mon 2/13/17	Wed 5/31/17
22	*	Project Schedule	58 days	Mon 3/13/17	Wed 5/31/17
23	*	STAKEHOLDER COORDINATION / MEETINGS			
24	*	Adams County Kick-Off Meeting	1 day	Mon 2/13/17	Mon 2/13/17
25	*	CDOT #1 Scoping	1 day	Fri 3/10/17	Fri 3/10/17
26	*	Adams County #2 Review	11 days	Wed 3/15/17	Wed 3/29/17
27	*	CDOT Submittal	11 days	Wed 3/15/17	Wed 3/29/17
28	*	Adams County #3 Review	11 days	Wed 4/19/17	Wed 5/3/17
29	*	Final Plan Submittal	1 day	Wed 5/10/17	Wed 5/10/17
30	*	FINAL DESIGN			
31	*	Trail Design	11 days	Mon 4/3/17	Mon 4/17/17
32	*	Intersection Design	5 days	Mon 4/3/17	Fri 4/7/17
33	*	Drainage Water Quality	11 days	Mon 4/3/17	Mon 4/17/17
34	*	Landscape Design	6 days	Mon 4/10/17	Mon 4/17/17
35	*	QA/QC	5 days	Mon 4/17/17	Fri 4/21/17
36	*	Estimating	3 days	Mon 4/17/17	Wed 4/19/17
37	*	County Submittal	1 day	Wed 4/19/17	Wed 4/19/17
38	*	County Review	11 days	Wed 4/19/17	Wed 5/3/17
39	*	Construction Documents	11 days	Wed 5/3/17	Wed 5/17/17
40	*	CONSTRUCTION SUPPORT			
41	*	Bidding Process	16 days	Wed 5/10/17	Wed 5/31/17
42	*	Construction	87 days	Thu 6/1/17	Fri 9/29/17

Task	Project Summary	Manual Task	Start-only	Deadline
Task	Project Summary	Manual Task	Start-only	Deadline
Milestone	Inactive Milestone	Manual Summary Rollup	Finish-only	Progress
Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress



Section 4 | Past Experience

SECTION 4: PAST EXPERIENCE

RAINBOW FALLS TRAIL ENHANCEMENT – EL PASO COUNTY, COLORADO

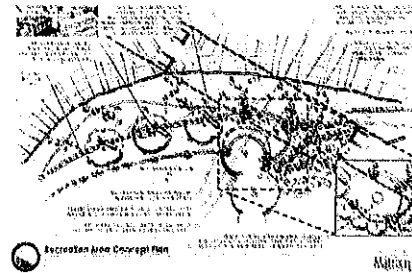
Client: El Paso County, Colorado under the TE Grant and FEMA Grant
 Construction Cost: \$385,000 (construction on hold)
 Schedule: Schedule met
 Matrix Staff: Greg Shaner, PE; Ian Anderson, ASLA

The project was an enhancement of historical trails and site elements to provide a more integrated and safe experience for visitors. Work included coordinating with local and county stakeholders in the comprehensive design of the trail network, parking locations and concepts, and landscape design of the improvements within the Rainbow Falls Site. The project included



wayfinding signage, historical points of interest, pedestrian footbridge crossing the Upper Fountain Creek, civil design of single track, and multimodal trail systems, and hydraulic bridge analysis. The project encompassed a trail head parking area and trail terminus point with integrated river vein seating providing areas of interest and interaction with the water element, the rainbow falls, and surrounding outcroppings. As an enhancement project a low impact development approach was taken to maintain existing features to both leverage improvements and minimize costs. Drawing from best management practices the team developed a water conservation approach to the landscape design.

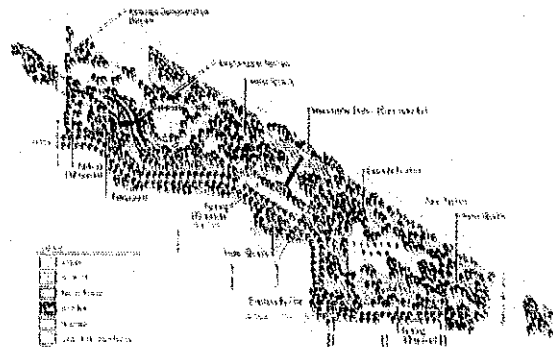
Recreation Area



LITTLE DRY CREEK CORRIDOR – WESTMINSTER, COLORADO

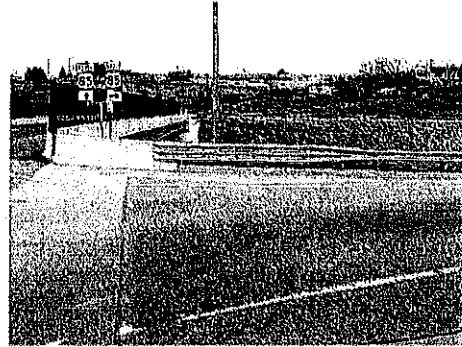
Client: City of Westminster, Colorado
 Construction Cost: \$75,000 (design fee)
 (under budget)
 Schedule: Schedule met
 Matrix Staff: Ian Anderson, ASLA

The Park and Open Space Master Plan for the 72-acre Little Dry Creek Corridor incorporated multiple uses including flood storage, water quality, and a new community park. Located adjacent to a commuter rail station and Transit Oriented Development (TOD), the park will serve as a new gateway and featured amenity with an arts center, amphitheater, boating pond, play lawn, and multiple picnic and playground facilities along the Little Dry Creek regional trail. Western water conservation techniques, xeriscape principals and landscaping that is more resilient to drought and restricted water use where selected on this project.



US 85 AT TITAN ROAD INTERCHANGE RAMP – STATE ACCESS PERMIT

Client: Sterling Ranch Community Authority Board
Construction Cost: \$0.75M (intersection estimates / within budget) (currently under construction)
Schedule: Design schedule met
Matrix Staff: David Kline, PE, PTOE; Brian Bern



Within CDOT Region 1 jurisdiction a State Highway access permit was required. To support the increase in traffic volumes the ramps were widened and two new traffic signals were designed. Traffic modeling confirmed intersection geometry and traffic signal location. Matrix prepared traffic signal design documents for the US 85 at Titan Road interchange ramp terminals. Titan Road traffic volumes are forecasted to increase since it's the primary east/west arterial roadway serving Sterling Ranch, a mixed-use development in northwestern Douglas County. Upon agency approvals from the Colorado Department of Transportation, Douglas County and the Sterling Ranch Community Authority Board construction documents were prepared for the US 85 / Titan Road interchange ramps.

SECTION 5: REQUIRED FORMS / RESUMES

**Request for Taxpayer
 Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Matrix Design Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1601 Blake Street Suite 200

6 City, state, and ZIP code
Denver, CO 802020

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Notes: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
8	4		-	1	5	1	5	7	6	7

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ *Jimmy Service* Date ▶ January 20, 2017

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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:

Matrix Design Group, Inc.
Company Name

January 26, 2017
Date

David R. Kline, PE, PTOE
Name (Print or Type)



Signature

Transportation Lead – Denver
Title

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



ADAMS COUNTY
COLORADO

PROPOSAL FORM
TITLE123

CONTRACTOR'S STATEMENT

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

Fifty-Four Thousand-Eight Hundred-Ninety-Two Dollars
Written Amount

\$ 54,892
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
If None, Please write NONE.

<u>Matrix Design Group, Inc.</u>	<u>January 26, 2017</u>
Company Name	Date
<u>1600 Blake Street, Suite 200</u>	
Address	Signature
<u>Denver, CO 80202</u>	<u>David R. Kline, PE, PTOE</u>
City, State, Zip Code	Printed Name
<u>Denver</u>	<u>Transportation Lead - Denver</u>
County	Title
<u>303-572-0200</u>	<u>303-572-0202</u>
Telephone	Fax
<u>dave_kline@matrixdesigngroup.com</u>	
Email Address	



DAVE R. KLINE, PE, PTOE

PROJECT MANAGER / DENVER TRAFFIC / TRANSPORTATION SERVICES LEAD

PROFESSIONAL SUMMARY

Mr. Kline's strength lies in project management, management of multi-modal transportation planning and corridor engineering projects. As a team member, he has worked with municipalities in support of Federal Highway Administration (FHA) and Colorado Department of Transportation (CDOT) corridor entitlements and environmental assessments acceptance. He is qualified in engineering design of roadways, roundabouts, intersections and pedestrian/bicycle facilities, and is experienced in the development of construction traffic control plans and the permitting of construction activities in state and local agencies Right-Of-Ways. He is a certified Professional Traffic Operation Engineering (PTOE), which demonstrates knowledge, skill and ability in the specialized application of construction and non-construction traffic operations.

RELEVANT EXPERIENCE

Stapleton Redevelopment, City and County of Denver, CO - Supplied Project Manager (PM) services for the design of several multi-modal arterial corridors within Stapleton Redevelopment. The corridor designs included the reconstruction of Quebec Street, and Martin Luther King Boulevard (MLK). MLK and Quebec are median landscaped boulevards and as they intersect create four closely spaced signalized intersections.

An innovative signal time plan was created to coordinate the turning and thru traffic of the four intersections. Additional arterial roadway design projects include Central Park Boulevard and Havana Street. As the PM for the Syracuse/Roslyn/32nd Avenue Roundabout. The modern roundabout was an ideal geometric and operational solution to the three-leg intersection.

Coors Field Parking Structure Traffic Impact Study, Denver, CO - As Traffic Engineer prepared a Traffic Impact Statement (TIS) for the Colorado Rockies Baseball Club, Ltd. Due to the loss of Coors Field surface parking spaces resulting from RTD's Eagle P3 East Corridor commuter line expansion a four-level parking structure was proposed on the existing lot. Access to the parking structure coincides with the existing 27th Street parking lot entrance. The TIS identified the impacts of the loading and unloading traffic characteristics on the existing street system. The TIS analyzed Blake Street, and Walnut Streets corridor operations at the Broadway, 27th Street and 33rd Street intersections in design years 2013 and 2033. The City and County of Denver approved TIS showed the parking structure will have minimal impact on the existing street network and surrounding intersections.

East 112th Avenue Corridor Engineering Design Services, Northglenn, CO - As sub-consultant, supplied signal design and transportation engineering services. Prepared signal plans for the East 112th Ave. / Irma Dr. intersection which required coordinating the signal equipment with existing signal poles, overhead power lines and underground gas lines and other utilities. Also designed and prepared plans for a Pedestrian Hybrid Beacon or HAWK Signal (High-Intensity Activated CrossWalk) at the East 112th Ave. / Larson Lane pedestrian crossing. It's use was an ideal solution for the frequent young pedestrians of 112th Ave. associated with an elementary school located several blocks from the crossing.

AREAS OF EXPERTISE

Project Management

Transportation Corridor and Intersection Planning and Design

Multi-Modal Transportation Planning

Traffic Control Plans

Construction Phasing

Construction Management

EDUCATION

Bachelor of Science, Civil Engineering,
Colorado State University

PROFESSIONAL REGISTRATIONS/ AFFILIATIONS

Professional Engineer, State of CO #24520

Professional Soil Classifier, State of WY
#13526

Certified Professional Traffic Operations
Engineer (PTOE)



PATRICK D. CHELIN, PE

PRINCIPAL-IN-CHARGE / VICE PRESIDENT

PROFESSIONAL SUMMARY

Patrick has more than 15 years of civil engineering experience in the design of transportation systems, utilities and master planning. His areas of expertise include master planning, grading and erosion control, infrastructure design, roadway design, cost estimating, agency permitting, all levels of client and government agency interaction, project scheduling, and technical reports (drainage, water, and sanitary).

RELEVANT EXPERIENCE

Stapleton Redevelopment – Park Creek Metropolitan District, Denver, CO—Project Manager for Filing 14 Infrastructure, which was 1-mile of arterial roadway and bridge structure, 1.7-miles of collector roadway and the underlying utilities (storm, sanitary, and water), a 84-inch diameter tunnel underneath I-270 for storm drainage outfall, a 48-inch tunnel underneath I-270 for sanitary sewer outfall and an approximately 34-acre regional storm drainage pond.

Stapleton Redevelopment - Park Creek Metropolitan District, Denver, CO— Project Manager for Filing 18 Infrastructure, responsible for the infrastructure design of approximately ½ mile of arterial roadway, 4.4 miles of roadway and underlying utilities (water and storm drainage), 1.8 miles of alleyway and underlying utility (sanitary sewer), and regional water quality facility in the Sand Creek corridor.

Stapleton Redevelopment – Park Creek Metropolitan District, Denver, CO— Project Manager for Filing 32 Infrastructure, responsible for the infrastructure design of approximately 2.5-miles of roadways with underlying utilities, 1.7-miles of alleyways with underlying sanitary sewer and the re-design & re-construction of 35th Avenue from 4-lanes to 2-lanes by widening the median.

North Stapleton GDP IMP 2011 Update, Denver, CO— Project Manager for 600- acre Infrastructure Master Plan and General Development Plan. Patrick led a multi-disciplinary team that included Parks Designers, traffic engineers, lighting consultants, land planners and surveyors through the Denver GDP process. Patrick worked extensively to revise the grading from previous concepts that required 2.7M yards of fill to a project that now balances.

Auraria Campus Infrastructure Master Plan – Denver, CO – Project Engineer for the Water Infrastructure portion of the planned 2.5M square-foot campus. This required an extensive review of the existing infrastructure and coordination with Denver Water to ensure proper supply is available as the campus expands.

Stapleton Redevelopment – Park Creek Metropolitan District, Filing 36, Denver, CO— Project Manager for 130-acre infrastructure project to support single-family residential, multi-family residential and commercial/mixed-use land uses. This includes over 5 miles of collector and local roadway design, 2.50 miles of alleyway design and 3,800 LF of offsite sanitary sewer. Patrick was also responsible for designing a 75 acre foot water quality and detention pond and 49 acres of park that will be integrated into the City of Denver's Park system.

Stapleton Redevelopment – Park Creek Metropolitan District, Filing 37, Denver, CO— Project Manager for 2,900 LF of roadway and underlying utilities in support of a 320-unit apartment project.

AREAS OF EXPERTISE

Transportation Design
Intersection Design
Utility Coordination and Design
Permit Coordination

EDUCATION

BS, Civil Engineering University of Washington

PROFESSIONAL REGISTRATIONS / AFFILIATIONS

Professional Engineer, States of Washington (38306) 2001, Colorado (36448) 2002, Wyoming (11916), and Arizona (47562)



GREGORY G. SHANER, PE

SENIOR ASSOCIATE CIVIL ENGINEER

PROFESSIONAL SUMMARY

Gregory is a Senior Associate with Matrix Design Group. He is a licensed Professional Engineer in Colorado with over 19 years of experience in the civil engineering and development industry. His experience includes overseeing the procurement, design, development and construction for private and public projects along the Front Range, and within the mountain regions of Colorado. Gregory provides a solid broad based platform for his clients that allows him to provide perspective and offer solutions that encompass all the specialties within Matrix. His technical experience includes Program Management and Owners Representation, Federal and State Project development, project site assessment, infrastructure design, and compliance with FEMA, USACE, CDOT and Colorado Department of Public Health and Environment regulatory standards.

AREAS OF EXPERTISE

Program Management
Infrastructure Master Planning & Design
Project Proforma & Finance Evaluations
Hydrology & Hydraulic Analysis
Utility Infrastructure Design
Construction Administration/Management
Storm water Management Permitting and Regulatory Applications
Municipal Review & Technical Manual Updates

EDUCATION

Bachelors of Science in Civil Engineering, Colorado State University, 1997

PROFESSIONAL AFFILIATIONS

Professional Engineer, Colorado #36307
Member Urban Land Institute
Member American Society of Civil Engineering

RELEVANT EXPERIENCE

Rainbow Falls Trail and Plaza – El Paso County, Colorado – Gregory has been working with the El Paso County Parks and Community Development in the generation of a new trail system, plaza feature, pedestrian bridge across Upper Fountain Creek and parking lot area for trail access. Coordination elements included working closely with citizen led Rainbow Falls Coalition, CDOT for environmental and access approvals, USACE for Nationwide Permitting and the Pikes Peak Regional Building for Floodplain disturbance. The project will provide vital trail improvements and regional trail connectivity, public gathering locations and revitalize area.

United States Airforce Academy Center for Character and Leadership

Development, Air Force Academy, Colorado Springs, Colorado – As the civil engineering lead for the Honor Plaza, development in design between the vision of the Client and execution of end product was critical to the success of the project. Gregory worked closely with the design team to integrate unique elements and solutions that provided a space that will serve dignitaries, faculty and cadets.

Cheyenne Mountain Air Force Station (CMAFS), Colorado Springs, Colorado

Matrix has been providing ongoing engineering services for the identification, documentation, civil engineering design and construction of stormwater improvements within the military station. As the Senior Civil Engineer, Gregory lead the site review and assessment of existing and future base needs, helped establish a planning and review document for the evaluation of recommended improvements, and oversee the design and construction of critical based items.

Peterson Air Force Base Structure Review, Colorado Springs, Colorado

Working as the senior civil engineer on the project, Gregory coordinated meetings and communication with Client and stakeholders, and was involved with site assessments and recommendations for the project.

On Call Services, Municipal Review Engineer – Acting as the representative municipal engineer for multiple jurisdictions, Gregory has helped develop and implement Land Use Code and Comprehensive Planning, reviewed land use applications, and provided expert technical analysis of development plans. Gregory is currently representing the following jurisdictions:

- Town of Palmer Lake
- Clear Creek County
- Granby Ranch Metropolitan District
- City of Aspen



IAN E. ANDERSON, PLA, ASLA, LEED BD+C

LANDSCAPE ARCHITECT

PROFESSIONAL SUMMARY

Ian Anderson is a landscape architect with over 17 years of professional planning and design experience in community, resort and recreation master planning as well as urban design and site planning projects. Ian has managed and participated in multi-disciplinary design teams and developed a variety of public and private project types from schematic design through construction documentation and site observation. He graduated from Kansas State University with a Bachelor's of Science degree in Landscape Architecture and holds a Master's degree from Denver University in Energy and Sustainability. He is licensed in Colorado, California and Kansas as well as CLARB certified and a LEED Accredited Professional. Additionally, Ian is actively involved in the Executive Committee of the Colorado Chapter of ASLA where he has held the position of President, VP of Programs and Denver Director.

RELEVANT EXPERIENCE

Little Dry Creek Park; Westminster, CO - Project Manager for the 72-acre community park and drainageway improvements. Located adjacent to a proposed commuter rail station and Transit Oriented Development, the park will serve as a new gateway and featured amenity with an arts center, amphitheater, boating pond, great lawn, and multiple picnic and playground facilities along the Little Dry Creek regional trail. Ian is serving as the Project Manager for the design of the Westminster Station, a light rail station located within the park and part of the RTD FasTracks transit expansion.

Westminster Station, Westminster, CO—Project Manager and prime consultant for the planning and design of the \$3 million light rail station located within Little Dry Creek Park. The station will serve as the transit gateway into the City and includes iconic architectural elements and park overlooks. The station is located on the Northwest line (Eagle P3) of the Regional Transportation District's FasTracks transit expansion.

United States Air Force Academy Center for Character & Leadership Development
Project Manager for the \$2.2 million Honor Plaza surrounding this state-of-the-art cadet training facility. The plaza includes a series of at-grade fountains and reflecting pools which create outdoor rooms that act as an extension of the interior building spaces. The Honor Plaza will serve both the academy cadets and faculty as well as host special events for visiting heads-of-state and private sector clients.

AREAS OF EXPERTISE

Landscape Architecture

Master Planning

Urban Design

Site Planning

Sustainability

EDUCATION

Bachelor of Science in Landscape Architecture, Kansas State University, KS

Masters of Science in Energy and Sustainability, University of Denver, Co

PROFESSIONAL REGISTRATIONS/ AFFILIATIONS

Registered Landscape Architect; State of Colorado, State of California, State of Kansas, Territory of Guam

CLARB Certified

LEED AP

PROFESSIONAL DISTINCTION AND OUTREACH

Member, American Society of Landscape Architects

President, Denver Director, VP of Programs, ASLA, Colorado Chapter

Member, 16th Street Mall Technical Advisory Committee, Denver, CO

Kansas State University Landscape Architecture Advisory Board



DREW BECK, PE, CFM

SENIOR WATER RESOURCES ENGINEER

PROFESSIONAL SUMMARY

Drew is a senior water resource engineer and project manager with over sixteen years of engineering experience. He is a registered Professional Engineer in both Colorado, and California, with a wide range of engineering abilities including storm drainage modeling/hydraulic analysis, preparation of drainage reports and construction documents, storm water management planning, urban water quality modeling including best management practice (BMP) and low impact development (LID) analysis. He also has experience on complex integrated projects requiring multi-discipline solutions on local and regional scales. Drew completed his Master's Degree in Hydrology at the Colorado School of Mines with his thesis work focusing on urban water quality modeling and BMP impacts at the watershed scale. Paramount in his analysis is understanding the integrated approach that is necessary to solve watershed scale drainage and water quality problems. Drew is an active member of CASFM and is in constant contact with his colleagues on the latest in drainage, water quality, and floodplain news.

RELEVANT EXPERIENCE

City and County of Denver Water Quality Master Plan – Denver, CO. Drew is the Project Manager for creating a systematic and repeatable methodology for identifying high priority drainage basins and sub-catchments and identifying potential opportunities to mitigate water quality and drainage issues. The analysis uses GIS and a quantitative/qualitative approach to generate multi-purpose scorecards such that multiple benefits, including non-environmental impacts such as parks and open space uses, etc. are accounted. The methodology has been applied to five Denver drainage basins along with concept projects of varying size and treatment types. Planning level water quality impacts are modeled and reported for the existing condition and two future scenarios. The concept plans and planning level cost estimates are used to establish a baseline for a Capital Improvement Program for water quality projects.

CDOT Permanent Long Range Water Quality Master Plan – Colorado. Currently underway Drew is the Project Manager for creating a statewide master plan for all CDOT MS4 roadways including determining areas currently treated as well as identifying potential future opportunities for water quality BMPs. Furthermore, GIS is a critical tool used to analyze system wide BMP impacts. Understanding MS4 Phase I and Phase II permit requirements as well as CDOT's unique MS permitting issues are critical to successful project completion. In addition, the project is a critical first step in implementing CDOT's recently updated New Development/Re-development Program.

Sloan's Lake FHAD/MDP – Denver, CO. Mr. Beck is the Project Manager for the complex Sloan's Lake FHAD/MDP which includes four stakeholders in addition to the District. The watershed problems and solutions are quite unique in this urban watershed since Sloan's Lake does not have a natural outlet. Master plan improvements will aim to reduce potential flooding impacts but also address water quality issues in the Lake. Paramount in the process is considering the multi-purpose cost efficiencies in considering flood hazard mitigation simultaneously with water quality improvement objectives and recreation benefits / impacts.

AREAS OF EXPERTISE

Water Quality Investigation

Watershed Modeling and Planning

Drainage Analysis and Design

Floodplain Evaluations

Stream Restoration

Municipal Utility Design

EDUCATION

Master of Science,
Hydrology, Colorado School
of Mines, 2014

Bachelor of Science, Civil
Engineering, Santa Clara
University, 2000

PROFESSIONAL AFFILIATIONS

Registered Professional
Engineer:

State of Colorado (#48153)

State of California (#66037)

Certified Floodplain
Manager (#09-04545)

Member of the Colorado
Association of Stormwater
and Floodplain Managers
(CASFM)

Member of the American
Society of Civil Engineers
(ASCE)

Volunteer ASCE journal peer
reviewer



ROBERT MEADOWS, PLS

DIRECTOR, LAND SURVEYING

PROFESSIONAL SUMMARY

Mr. Meadows has over 30 years of experience in the Land Surveying profession. His expertise includes all aspects of Land Surveying including boundary retracement/determination, topographic mapping, environmental surveying, entitlement support, subdivision of properties, map preparation, legal descriptions/exhibits, and construction surveying. He is a highly motivated professional who holds professional registrations in Wisconsin, Indiana, Kansas, Colorado and California. Mr. Meadows has been retained as the Survey Manager for three privately held surveying/engineering firms in addition to founding a still successful surveying firm in San Diego, California. Mr. Meadows is presently the Director of Surveying Services for Matrix Design Group.

AREAS OF EXPERTISE

Boundary Surveying
Land Development
Topographic Surveying Environmental
Support Construction Surveying

EDUCATION

Associate Degree, Land Surveying,
University of Wisconsin-Gateway
Technical Institute, 1979
40-Hour Hazardous Waste Training and
Certification

PROFESSIONAL REGISTRATIONS/ AFFILIATIONS

Professional Land Surveyor: Wisconsin,
PLS1801
California, PLS 6274
Colorado, PLS 34977
Indiana, PLS 21000229
Kansas, PLS 1551

EXPERIENCE

Boundary Surveying

As an expert in boundary determination, Mr. Meadows has performed numerous surveys of all types including large tracts of sectionalized land, residential lot surveys, subdivisions and ALTA/ACSM Land Title Surveys. Although Bob is well versed in all aspects of land survey, he has a passion for boundary retracement. He has had the good fortune to work with two county surveyors in his career allowing him to participate in an active county wide section corner restoration program. Some of his recent local projects include large tracts of Black Forest near Colorado Springs, 13,000 acres of sectionalized land near Front Range Airport, 600 Acres along Fountain Creek in Pueblo, 13,000 acres of the Former Kansas Army Ammunitions Plant in Parsons Kansas and a contentious portion of the City of Colorado Springs Cheyenne Canyon Park boundary.

Topographic Surveys

Mr. Meadows has performed extensive topographic mapping during his career, both conventional and aerial support. Topographic surveys are the backbone of much of our industry including all future development, environmental remediation and hydrological studies. As such, Mr. Meadows has had the opportunity to be involved with countless topographic surveys, each with a slightly different emphasis. Roadway projects have focused on expansion with an eye on capturing all existing surface/subsurface improvements and utilities may affect the design. While, environmental studies are more oriented toward identifying obvious contamination in addition to tracking the sometimes invisible migration of that contamination through long term monitoring.

Construction Surveying

Mr. Meadows has acquired an extensive knowledge of construction methods career. This branch of Land Surveying relies on experience and knowledge more than any other. Mr. Meadows has acquired an extensive knowledge of construction methods and quality control methods, allowing him to control the fast pace and finality of every control stake put in the ground. Over the years, in a typically contentious arena, Bob has developed an attitude of teamwork and cooperation with the various contractors he has worked with. Bob believes that his attitude of cooperation with an eye on protecting the design and cost control have made him a successful professional in this arena.



James A. Noll, P.E. Senior Engineer / President



Education

University of Colorado
B.S. Civil Engineering, 1985

Winona State University
B.S., Geology, Winona, MN, 1979

Professional Registration

Registered Professional Engineer:
Colorado

Professional Affiliations

Past President Colorado Association of
Geotechnical Engineers (CAGE)

American Council of Engineering
Companies of Colorado (ACEC/CO)

American Society of Civil Engineers
(ASCE)

Qualifications Summary

Mr. Noll has over **33 years of experience** in geotechnical, geological and materials engineering. He has performed a wide variety of investigations and engineering services for projects including transportation; drainage/waterways; retail, industrial and commercial buildings; water and wastewater treatment/distribution facilities; residential development; earthen dams; and mining operations. Transportation related projects range from urban interchanges to mountainous terrain to rural aggregate surface roadways. Structures associated with the projects include single to multi span bridges and viaducts, and numerous retaining wall types. His background includes project management ranging from small-scale projects to large, multi-year contracts for various governmental agencies.

Professional Experience

- Project Manager from small-scale projects to large, multi-year contracts for various governmental agencies. Non project-specific contracts with entities such as CDOT, Jefferson County, City and County of Denver, E-470 Public Highway Authority, Arvada, and Centennial, involving roadway rehabilitation/construction projects ranging from low volume residential streets to high volume arterial roadways.
- Project Engineer / Manager for single span to multi-span bridge structures located in urban and remote rural areas. Some of the bridge projects include CDOT R6 FASTER, Federal Blvd. Bridge Replacement over Colfax Ave., I-25 and 144th Ave., Yale / Wabash Street bridge over Cherry Creek, Kipling Street bridge replacement over Bear Creek, Rio Grande Ave. Plum Creek bridge replacement, Gun Barrel Creek bridge replacement. The rural area bridge projects were performed for County agencies including Douglas, Adams, Arapahoe, Boulder, Chaffee, Conejos, Grand, Jefferson, Larimer, and Weld.
- Project Manager for numerous roadway construction/interchange projects throughout Colorado. The projects include E-470 Segment 1 Reconstruction, E-470 Widening, Parker Road to Quincy Avenue, I-25 and 84th Avenue, Colfax Avenue (SH 40) and Federal Boulevard Bridge Replacement, I-70 and S.H. 58 Interchange Improvements, I-70/E-470 Interchange Design/Build Project, 144th Avenue and I-25 Interchange, I-25/23rd Avenue Braided Ramp and Collector/Distributor Road, I-225 and Alameda Avenue Interchange, C-470 Extension from I-70 to U.S. 6, State Highway 40 Limon to Hugo, and the Park Avenue Viaduct from the Platte River to Blake Street.
- Performed nondestructive deflection testing and overlay analysis for agencies such as the E-470 Public Highway Authority and CDOT. The pavement analysis was performed through the use of a Falling Weight Deflectometer (FWD) to determine the existing structural capacity of the pavement section and underlying subgrade materials for estimation of remaining pavement life and overlay requirements. The evaluation and analysis has been performed for a wide range of facilities including major interstate highways, low volume streets, airfield pavements and parking lots.
- Implementation of Pavement Management Systems (PMS) for various municipalities and agencies including the roadways, parking lots and airfields at the U.S. Air Force Academy, Colorado Springs, CO. Additional PMS projects include Buckley ANG, Aurora, CO; Peterson Air Force Base and Falcon Air Force Base, Colorado Springs; City of Fort Morgan, CO; Arapahoe County, CO. The implementation of the PMS' included development of a computerized database for the pavement network system, visual distress surveys, determination of Pavement Condition Indices (PCI), and prioritization of maintenance and repair strategies for optimization of agency funding.

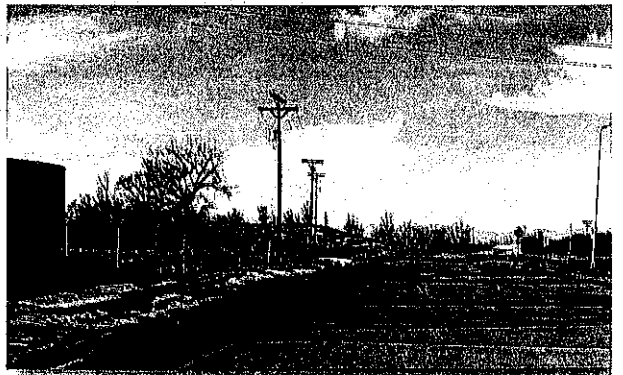


*Anniston, AL
Atlanta, GA
Colorado Springs, CO
Denver, CO
Niceville, FL
Parsons, KS
Phoenix, AZ
Pueblo, CO
Sacramento, CA
Tamuning, GU
Texarkana, TX
Washington, DC*



*Point of Contact for
Matrix Design Group:*

David R. Kline, PE, PTOE
1601 Blake Street, Suite 200
Denver, CO 80202
Office: 303.572.0200



FEE ESTIMATE
MATRIX DESIGN GROUP, Inc.

Professional Fees

PROJECT: Engineering Services - Engineer's Lake Trailhead Parking Lot		DATE REVISED: REV. 3 15 17									
ITEM	DESCRIPTION	ITEM COST	Chain Principal	Kline Sr. Assoc.	Anderson/Simmer Senior LA	Dean Sr. Engineer	Beck Associate	Mentelows Survey	Subtotal/Item		
1	Meetings Kickoff	\$310	\$196	\$155	\$155	\$105	\$134	\$134			
2	Agency Coordination	\$310									
		\$620									
	SUBTOTAL										
1	Project Management	\$1,012									
2	Sub-Consultant	\$310									
3	County	\$310									
	SUBTOTAL	\$1,632									
Task 2	PRELIMINARY DESIGN										
1	Data Collection + Geotechnical	\$5,650									
2	Survey	\$5,456									
3	Conceptual Alternatives	\$1,340									
4	Utilities	\$750									
5	Water	\$700									
6	Wet Design	\$3,940									
7	Drainage	\$2,146									
	SUBTOTAL	\$21,860									
Task 3	COUNTY PRESENTATION, OUTREACH										
1	County Meeting (2 Each)	\$600									
2	CDOF	\$110									
	SUBTOTAL	\$938									
Task 4	FINAL DESIGN										
1	Design	\$5,440									
2	Drainage	\$2,764									
3	Landscape Design	\$5,204									
4	GIS/CADD	\$1,680									
5	SW/CC	\$620									
6	Estimating	\$1,040									
7		\$17,744									
	SUBTOTAL	\$17,744									
Task 5	BIDDING AND SUPPORT										
1	Pre-Bid Meeting	\$110									
2	Bid Process	\$310									
3	Contractor Selection	\$310									
	SUBTOTAL	\$930									
Task 6	Construction Support										
1	Assume 4 hours/week for 16 weeks (\$3,000 Material Testing)	\$17,600									
	SUBTOTAL	\$17,600									
Task 7	Miscellaneous										
1	Contingency (10% of Design)	\$4,186									
	SUBTOTAL	\$4,186									
	DIRECT LABOR (LUMP SUM)	\$64,572									
	PRE-CONSTRUCTION	\$									
	CONSTRUCTION SUPPORT	\$17,600									



Jen Tierney

From: Dave Kline [Dave_Kline@matrixdesigngroup.com]
Sent: Wednesday, March 15, 2017 2:09 PM
To: Jen Tierney
Subject: RE: Engineer's Lake Trailhead-Adams County RFP 2017.401 Clarification Questions
Attachments: Engineer's Lake Trailhead Manhour Estimate (REV 03_15_17).pdf

Jen – Thanks for reaching out for more information. We're happy to enhance our proposal with the following additional information. Please see bracketed narrative after each questions and attachment.

From: Jen Tierney [mailto:JTierney@adcogov.org]
Sent: Wednesday, March 15, 2017 12:33 PM
To: Dave Kline <Dave_Kline@matrixdesigngroup.com>
Subject: Engineer's Lake Trailhead-Adams County RFP 2017.401 Clarification Questions

Hello Dave,

We have a few clarification questions for you:

1. The RFP was specific that a Special Use Permit will be required to be obtained from the Colorado Department of Transportation (CDOT). Is this included in your scope of work? If no, please consider this part of the scope of work and indicate your ability to perform this task as well as the associated cost. [Yes, in the proposal under Critical Issue/CDOT Access Permit we discuss the CDOT permit process. Our proposal includes all necessary permitting application, documentation, and approvals including the Special Use Permit.]
2. The RFP was specific that all necessary environmental clearances would be required in conjunction with the Special Use Permit review by CDOT. Are environmental investigations and obtaining clearances included in the scope of work you proposed? If no, please consider this part of the scope of work and indicate your ability to perform these tasks as well as the associated cost. . [Yes, in various location in the proposal we discuss environmental clearances. These clearances include application, documentation, and approvals of needed permits including; Colorado Discharge Permit (CDPS), and Adams/CDOT Municipal Separate Storm Sewer Permits (MS4). Due to the scope of the work and project location, archeological, historic, cultural and Corp Nationwide permits are not anticipated]
3. A more robust amount of construction observation and management is a service desired by Adams County. In addition to what is proposed in your response, Adams County is looking for a firm who can:
 - a. Complete weekly lane usage reports for CDOT, if required
 - b. Handle change orders and substitutions
 - c. Monitor and document construction operations
 - d. Verify quantities of materials used
 - e. Perform testing and materials sampling and verify project requirements are being met
 - f. Complete a final walkthrough with Adams County, the construction contractor, and potentially CDOT
 - g. Prepare a punch list of items to be addressed
 - h. Prepare as-built documents
 - i. Verify all payments and computations
 - j. Assist in issuing a final acceptance letter once construction is completed

Is this included in your scope of work? If no, please consider this part of the scope of work and indicate your ability to perform these tasks as well as the associated cost.

[These services are beyond the oversight role presented in the proposal. we're happy to include them. See attached revised fee proposal with these items added. There is an assumed material testing estimate of \$3,000, work to be performed by Kumar]

Again, Thanks for considering Matrix Design Group. If there is any additional information needed please contact me directly.

Dave

Please respond as soon as possible.

Thank You,

Jennifer Tierney