

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
For ROADWAY ENGINEERING SERVICES – 66TH AVE WEST OF BROADWAY
PROJECT**

THIS AGREEMENT ("Agreement") is made this 12 day of JULY 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Martin / Martin Consulting Engineers, Inc. located at 12499 West Colfax Ave, Lakewood, CO 80215 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2018.622 – 66th West of Broadway Roadway Engineering Services and the Contractor's response to the RFP 2018.622 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 June 20, 2018 through and to include June 19, 2019.

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 the Not to Exceed Amount: Forty-four Thousand Seven Hundred Sixty Dollars (\$44,760.00).

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 professional negligence 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.

Contractor agrees to indemnify and save harmless County, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of Contractor, its agents, subcontractors and suppliers in the performance of services under 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

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 professional manner in accordance with applicable codes in the preparation of plans and specifications. 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. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that

jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Public Works – Transportation
Contact: Jennifer Shi
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6968
E-mail: jshi@adcogov.org

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: ssprague@adcogov.org

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

Contractor: Martin / Martin Consulting Engineers, Inc.
Contact: Bill Willis, PE
Address: 12499 West Colfax Ave
City, State, Zip: Lakewood, CO 80215
Phone: 720.544.5450
E-mail: BWillis@martinmartin.com

11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 12.1. 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.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

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

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

County Manager


Raymond H. Gonzales

12 July 2018
Date

Martin / Martin Consulting Engineers, Inc.


Signature


July 5, 2018
Date

William P. Willis, PE

Principal
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 _____, 2018,

by _____,

Notary Public

My commission expires on: _____

EXHIBIT A.

PROPOSAL | MAY 2016, 2018

66TH WEST OF BROADWAY ROADWAY ENGINEERING SERVICES

Adams County | RFP-SS-2018-022



Submitted To:
Adams County Finance Department
Purchasing Division
4480 South Adams County Parkway
Brighton, CO 80601

 **MARTIN/MARTIN**
CONSULTING ENGINEERS



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

RE: 66th WEST OF BROADWAY ROADWAY ENGINEERING SERVICES | REF: SS-2018-022

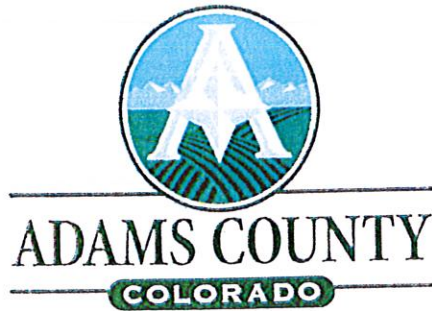
To Whom It May Concern,

Thank you for the invitation to consider the Adams County, 66th West of Broadway Roadway Engineering Services project. We have given a thorough evaluation to the project and are submitting the attached proposal documents for your consideration.

If you have any questions, please let me know. You can reach me by phone at 720.544.5450 or via email at rsoltis@martinmartin.com.

Sincerely,

Ryan Soltis, PE
Project Manager



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

2018.622 – 66TH WEST OF BROADWAY
ROADWAY ENGINEERING SERVICES
PROPOSAL - COVER SHEET - **REVISED**

RFP Issue Date: 5/7/2018
RFP Number: RFP-SS-2018.622
RFP Title: 66TH WEST OF BROADWAY ROADWAY ENGINEERING SERVICES
PRE-PROPOSAL MEETING: 5/10/18 / 2:00 PM, MT / Location: Corner of Delaware and W 66th Ave.
– All participants will sign in prior to start of the meeting. (See Attached Map)
RFP Questions Due: 5/14/2018 400 PM MT
Proposal will be received until: 5/16/18 2:00 PM MT, Our Clock
Emailed to the Contract Specialist Listed Below

For additional information please contact: Shannon E. Sprague, CPPB, Contract Specialist II
720-523-6052
Email Address: ssprague@adcogov.org

If any of the documents listed above are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person. The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Surveyor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Surveyor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Surveyor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Surveyor _____ Fax: 303.456.9923
Proposing Firm: Martin/Martin, Inc.
Address: 12499 West Colfax Avenue City/State: Lakewood, CO Zip: 80215
Contact Person: Ryan Soltis, PE Title: Senior Professional Engineer Phone: 720.544.5450
Authorized Representative's Signature:  Phone: 720.544.5440
Printed Name: Bill Willis, PE Title: Principal, Civil Engineering Date: May 16, 2018
Email Address: BWillis@martinmartin.com

Email Address: _____

I. INTRODUCTION: Attachment B. – 66th AVE WEST OF BROADWAY ROADWAY ENGINEERING SERVICES MAP

A. Scope of Services (TAB A):

I. Service Items:

1. Enhance the pavement strength
2. Provide drainage memorandum
3. ~~Provide survey services~~ Provide roadway engineering services
4. Provide roadway plans and profiles for pavement resurfacing
5. Improve minor drainage issues which are ponding issues on the north side of 66th Avenue
6. Provide culverts plan and profile; Adams County Rep will provide clarity at Pre-propose meeting with participating consultants.
7. The County will provide the consultants the Geotechnical Engineering Study and Pavement Thickness Design
8. The selected consultant shall incorporate the Material Management Plans (MMP) from the 62nd PKWY project into the 66th Avenue project (the County has an approved MMP and will provide it to selected consultant). The County has discussed the project with CDPHE and been noted that CDPHE will accept MMP plans from the 62nd PKWY project for the 66th Avenue project. Adams County Rep will provide clarity at Pre-propose meeting with participating consultants.
9. Adams County try to avoid disturb landfill if the proposed culverts can be placed shallow.
10. Currently the road has settled in several areas and Adam County is looking to ensure the crown of the road is in the middle and to ensure the existing road profile is fixed to ensure a smooth road driving surface
11. Roadside ditches shall be evaluated to address whether grading alone can fix current drainage issues; selected firm shall develop plans accordingly.

II. Fee:

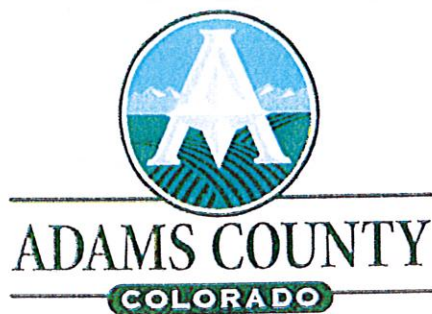
- ♦ Roadway engineering services shall be itemized to capture all engineering service hours and hourly fees per firm position service level into logical tasks, and their associated fees. Task descriptions shall be written to clearly define the complete project.
- ♦ Provide estimated hours per task.
- ♦ Provide deliverable format description that will be received by the County as “final” product and note that a PDF copy will be required for County to obtain and retain for this project.

III. Billing:

- ♦ Pricing to be submitted with a project lump sum; for a complete project.

IV. Schedule:

Provide overall amount of service time needed to provide deliverables and estimated service work completion date. (Gantt Chart format acceptable).



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
PRICING FORM: 2018.622

Proposal Fees: (TAB B): All proposals shall include the format as specified below:

1. PROPOSAL ITEMS FOR EVALUATION – PROPOSER MUST SUBMIT AN ITEMIZED PRICING SHEET BY LOGICAL TASK WITH AN OVERALL TOTAL PROJECT AMOUNT.

Pricing Itemized Sheet - Sample

Please refer to pages 5 and 6 of the attached proposal submittal for full breakdown of fees

Task No.	Task Description:	Position Titles	Total Task Project Hours	Average Cost per Hour	Overall Total Cost of Project Task
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
Overall Survey Services Project Amount :					

1. Pricing submittal must include all Professional Wage Hourly Rates per Position Title:
 - Position Title
 - Regular Rate
 - Overtime Rate
2. Any and all additional expenses beyond the itemized logistical tasks that may occur shall be submitted as an itemized wage rate sheet for evaluation consideration.

FEE PROPOSAL

Martin/Martin's fee proposal, including position titles and hourly rates, can be found below for the three primary tasks outlined above in our approach. **Martin/Martin does not charge overtime rates.**

Task 1. Project Kick-Off (15 Days)

TASK	POSITION TITLE	NUMBER OF PERSONNEL	WORK HOURS	HOURLY RATE	COST
Project Management	Senior Project Engineer	1	16	\$130.00	\$2,080.00
Kick-off Meeting	Senior Project Engineer	3	9	\$130.00	\$1,170.00
Field Survey	Professional Land Surveyor	2	60	\$115.00	\$6,900.00
Geotechnical Review	Geotechnical Engineer	1	16	\$150.00	\$2,400.00
Preliminary Hydraulic Assessment/Draft Drainage Memo	Senior Project Engineer	1	8	\$130.00	\$1,040.00
Concept EOPC	Senior Project Engineer	1	4	\$130.00	\$520.00
Subtotals:			113		\$14,110.00

Task 2. 80% Design (25 Days)

TASK	POSITION TITLE	NUMBER OF PERSONNEL	WORK HOURS	HOURLY RATE	COST
Project Management	Senior Project Engineer	1	24	\$130.00	\$3,120.00
Pavement Design (Optional)	Geotechnical Engineer	1	24	\$150.00	\$3,600.00
Roadway Design	Senior Project Engineer	1	24	\$130.00	\$3,120.00
Hydraulic Design/ Drainage Memo	Senior Project Engineer	1	16	\$130.00	\$2,080.00
Plan Development	CAD Drafter	1	24	\$95.00	\$2,280.00
Specification Development	Senior Project Engineer	1	24	\$130.00	\$3,120.00
EOPC	Senior Project Engineer	1	6	\$130.00	\$780.00
80% Design Review Meeting	Senior Project Engineer	3	9	\$130.00	\$520.00
Subtotals:			151		\$19,270.00

Task 3. Final Bid Documents (1.5 Days)

Project Management	Senior Project Engineer	1	16	\$130.00	\$2,080.00
Final Roadway Design	Senior Project Engineer	1	16	\$130.00	\$2,080.00
Final Hydraulic Design	Senior Project Engineer	1	12	\$130.00	\$1,560.00
Final Plan Development	CAD Drafter	1	24	\$95.00	\$2,280.00
Final Specification Development	Senior Project Engineer	1	16	\$130.00	\$2,080.00
Final EOPC	Senior Project Engineer	1	6	\$130.00	\$780.00
Bid Document Submittal	Senior Project Engineer	1	4	\$130.00	\$520.00
Subtotals:			94		\$11,380.00

Totals: **358** **\$44,760.00**

Please remove the items below. According to John Eddy email, dated June 13, 2018 2:54 pm, quote:
 "We acknowledge the presented fee of \$44,760 serves as the contracted Not to Exceed amount. This amount represents costs for the tasks and personnel classifications presented in our proposal, as well as includes miscellaneous/reimbursable expenses.

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin.

Actual cost - Not To Exceed Total project amount

2. Fifty-four and one half cents (\$0.545) per mile for use of vehicles.

Outside Services

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

Actual

Plotting/Printing Costs

Photo copies at \$0.04 per sheet Bond Sheets \$0.10 per SF Color plots \$6.00 per SF

Color photo copies \$0.25 per sheet Mylars at \$3.40 per SF

Miscellaneous Expenses

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

66th Avenue - West of Broadway Roadway Engineering Services

Martin/Martin Consulting Engineers

Ryan Soltis, P.E.

Project Start: Fri, 6/1/2018

Display Week: 1

May 28, 2018	Jun 4, 2018	Jun 11, 2018	Jun 18, 2018	Jun 25, 2018	Jul 2, 2018	Jul 9, 2018	Jul 16, 2018
28 29 30 31 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	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 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	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 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	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 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	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 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	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 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	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 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	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 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22

TASK	ASSIGNED TO	PROGRESS	START	END
Kick-Off Phase				
Kick-Off Meeting		0%	6/1/18	6/1/18
Survey		0%	6/4/18	6/13/18
Geotechnical Review		0%	6/4/18	6/7/18
Preliminary Hydraulic		0%	6/14/18	6/15/18
Concept EOPC		0%	6/18/18	6/18/18
75% Design				
Pavement Design		0%	6/18/18	6/22/18
Roadway Design		0%	6/18/18	6/22/18
Hydraulic Design		0%	6/20/18	6/22/18
Plan Development		0%	6/24/18	6/28/18
Specification Development		0%	6/26/18	6/28/18
EOPC		0%	6/27/18	6/28/18
75% Design Submittal / Review		0%	6/29/18	7/9/18
Final Bid Documents				
Final Roadway Design		0%	7/10/18	7/13/18
Final Hydraulic Design		0%	7/10/18	7/13/18
Final Plan Development		0%	7/10/18	7/18/18
Final Specifications		0%	7/16/18	7/18/18
Final EOPC		0%	7/17/18	7/18/18
Bid Document Submittal		0%	7/19/18	7/20/18
Advertisement and Construction				
Project Advertisement		0%	7/23/18	8/3/18
Contract Award and Execution		0%	8/10/18	8/10/18
Project Construction		0%	8/13/18	9/30/18

OUR FIRM

Martin/Martin, Inc. is a full-service civil and structural engineering firm with talented transportation engineers supported by an **87-person civil department**. We regularly design for intersection, roadway, drainage, water infrastructure, and utility needs similar to those identified for this project. Our engineers have the capability, experience, and licenses to provide innovative and customized solutions for Adams County (County).

Martin/Martin is dedicated to providing responsive, high-quality client service. From municipal roadway widening and drainage correction to highway and interstate improvements, Martin/Martin has completed **250+ roadway projects** in the past 10 years.

We are widely recognized as a personable and detailed-oriented firm that takes time to truly listen to client concerns and project expectations. Our dedication to regular coordination with stakeholders, property owners, and municipal strategic plans ensures innovative problem solving and forward-thinking designs.



Frisco Main Street Improvements

KEY PERSONNEL

Ryan Soltis, PE

PROJECT MANAGER/ROADWAY DESIGN

Ryan has **12 years of experience** providing roadway design, traffic analysis, lighting, channelization, signing, and streetscape design. He prepares permitting, construction, and environmental compliance documents; develops grading and erosion control plans, cost estimates, and bid specifications; and assists clients with public involvement. Ryan takes a researched approach to each project with a focus on safe, cost-effective, feasible, and timely completion. He will provide day-to-day management of the project, coordinate subconsultant work, oversee roadway design, provide utility coordination, and serve as the **main point of contact** for the County on this project. Select experience includes:

- 144th Avenue Widening | Thornton, CO
- 144th Avenue and York Street Improvements | Thornton, CO
- Gregory Street Relocation | Black Hawk, CO
- Westminster Federal Parkway Widening | Westminster, CO
- Candelas Commercial Highway 72-93 Improvements | Arvada, CO
- Jackson Gap Street Extension | Denver, CO



CONTACT INFORMATION

12499 West Colfax Avenue
Lakewood, CO 80215

P: 720.544.5450
E: rsoltis@martinmartin.com
F: 303.456.9923

IN-HOUSE SERVICES

Streets, Trails, and Walkways

Highways/Roads

Bridges/Structures

Intersection Design

Traffic Analysis

Utility Coordination

Signalization

Retaining Walls

Hydraulic/Civil Structures

Drainage/Flood Control

Survey

Construction Administration

Structural Engineering

PROJECT SERVICES

Martin/Martin will provide the following services as outlined in the RFP:

- Survey
- Roadway Design
- Hydraulic Design

In addition to the services listed above, Martin/Martin has a variety of in-house disciplines and a **staff of nearly 250** that can be utilized as resources throughout this project.

We will utilize **Kumar & Associates, Inc. (Kumar)** for **geotechnical engineering and pavement design**, as needed. We have worked extensively with Kumar on numerous municipal projects. They completed the current geotechnical report for this project and offer continuity by inclusion on our team.

PROJECT APPROACH

The project approach will consist of three key phases to streamline project delivery and ensure the County can advertise and construct during the summer of 2018. Phases (duration) will include:

- Project Kick-Off (15 days)
- 80% Design (25 days)
- Final Bid Documents (15 days)

Project Kick-Off

This project will commence with a Martin/Martin and Adams County team kick-off meeting to ensure everyone has a clear understanding of the project goals and constraints. A project site visit will be included.

The project site will be surveyed within the Adams County right-of-way (ROW) limits, paying particular attention to the roadway profile and drainage ditch details.

The existing geotechnical report will be reviewed by our subconsultant, Kumar, for consistency with field observations. We will utilize the existing geotechnical report effectively and thoroughly to minimize expense and expedite plan development. However, if deemed necessary, revisions to the geotechnical report will be developed and presented to the County. Finalized pavement section details will be captured in the plan typical sections and project specifications.

The project contains isolated wetlands in the southern roadside ditch, directly across from the intersection with Delaware Street. We believe these to be exempt from 404 permitting requirements, yet will protect to the extent practical.



This phase will conclude with the development of a conceptual design Engineer's Opinion of Probable Cost (EOPC) which shall be submitted to the County project manager.

A weekly project status email will be provided to the County project manager, ensuring the project stays on schedule and within budget.

80% Design

This project phase will consist of developing an advanced level plan and specification package, inclusive of plan and profile sheets, typical sections, earthwork and pavement tabulations, cross-section sheets, and draft project specifications. Completing an 80% design package immediately after kick-off streamlines the design process and ensures the design is expedited for construction before the end of summer. With the project site being adjacent to a landfill, the County's Materials Management Plan will be incorporated into the project design.

The roadway design will ensure the roadway adjacent to the landfill does not experience a settlement and deterioration currently being experienced. The roadway template will match the existing roadway widths to avoid impacts to the adjacent landfill cap and sustainable repairs are made to the settled roadway crown. Sustainable roadside ditches will be shaped to carry water to the existing storm drainage and water quality features. The roadway design will utilize rotomill and overlay and full depth removal and replacement treatment options, as appropriate, for the limits of this project.

The hydraulic design will focus on ditch shaping and minimally disturbing the adjacent roadside earthwork, most notably the adjacent landfill cap. Where deemed necessary, additional roadway culverts may be added. Culvert plans and profiles, where necessary, will be developed. A drainage memorandum will be drafted and provided to the County.

A draft specification package will be assembled and provided to the County project manager for review.

This phase will conclude with submittal of a 80% design plan and specification package, followed by a review meeting with consultant and County representatives. A 80% design EOPC will be completed and submitted to the County project manager.



Arista Development



Gregory Street Relocation

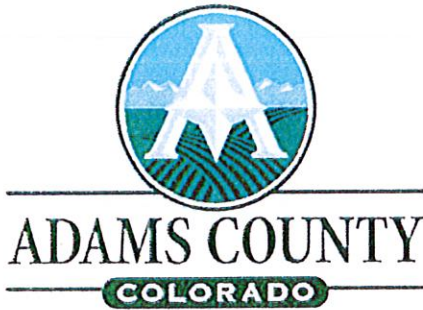


Jackson Gap

Final Bid Documents

This phase will result in a complete plan and specification package which the County may use for advertisement and construction of the project. The plans and specifications will incorporate comments from the 80% review meeting.

As part of this phase, the Martin/Martin project manager, Ryan Soltis, will be available to support the County during the advertisement of the project, answering questions from prospective contractors and providing contract document amendments, as necessary.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Martin/Martin, Inc.

Contractor Name

Bill Willis, PE

Printed or Typed Name

Signature

Principal, Civil Engineering

Title

May 16, 2018

Date

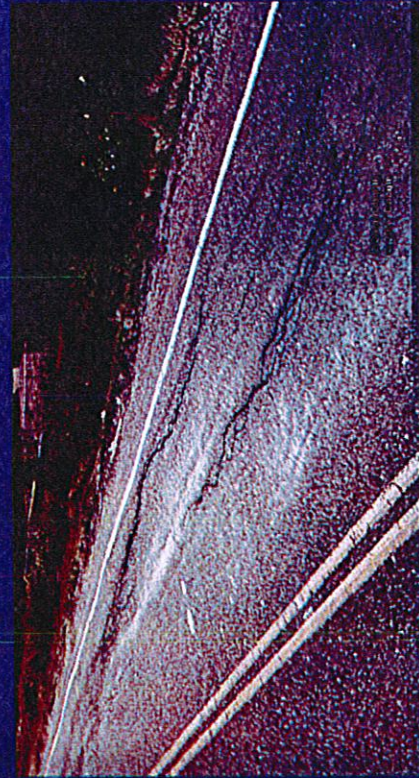
Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



ADAMS COUNTY
COLORADO

66th Avenue West of Broadway

Roadway Resurfacing and Drainage Improvements



Shannon Sprague

From: John Eddy [JEddy@martinmartin.com]
Sent: Tuesday, June 19, 2018 5:10 PM
To: Jennifer Shi; Rene Valdez; Shannon Sprague
Cc: Ryan Soltis; Bill Willis
Subject: RE: 2018.622 - 66TH AVE. WEST OF BROADWAY
Attachments: 66thDeleware_ProjectMap.pdf

Shannon,

- We concur that the surveying of invert elevations of existing storm sewer features has been included in our surveying scope and fee. This only applies to storm sewer features within the limits of our survey, as shown on the attached project map.
- We concur that the horizontal information of identifiable utilities will be located, surveyed and mapped to the best of available information and have been included in our surveying scope and fee. This only applies to those utilities within the limits of our survey, as shown on the attached survey map. *Services necessary to fulfill requirements of the soon to be enacted Senate Bill 18-167 are NOT included in the scope and fee proposed for this project.*

Please let us know if you need anything else.

John Eddy

John Eddy, PE
Senior Project Engineer
PE (CO)
V 303.431.6100 ext. 243
M 303.949.8893



12499 West Colfax Avenue | Lakewood, CO 80215

martinmartin.com



From: Jennifer Shi <JShi@adcogov.org>
Sent: Tuesday, June 19, 2018 2:41 PM
To: John Eddy <JEddy@martinmartin.com>
Cc: Rene Valdez <RValdez@adcogov.org>; Shannon Sprague <SSprague@adcogov.org>
Subject: 2018.622 - 66TH AVE. WEST OF BROADWAY

Hi John,

It was glad to speak with you this afternoon. After our phone conversation, it looks like we understand each other and needs.

Would you please send an email to Shannon and let her know that Martin/Martin will provide the invert elevations for the existing storm sewer manholes, inlets, pipes, and culverts on the survey map without additional money. In addition, your survey scope and map will provide horizontal locations of utilities such as electric, gas, communication lines and water. Thank you for your time.



Jennifer W. Shi, PE.

Senior Transportation Engineer, *Public Works*

ADAMS COUNTY, COLORADO

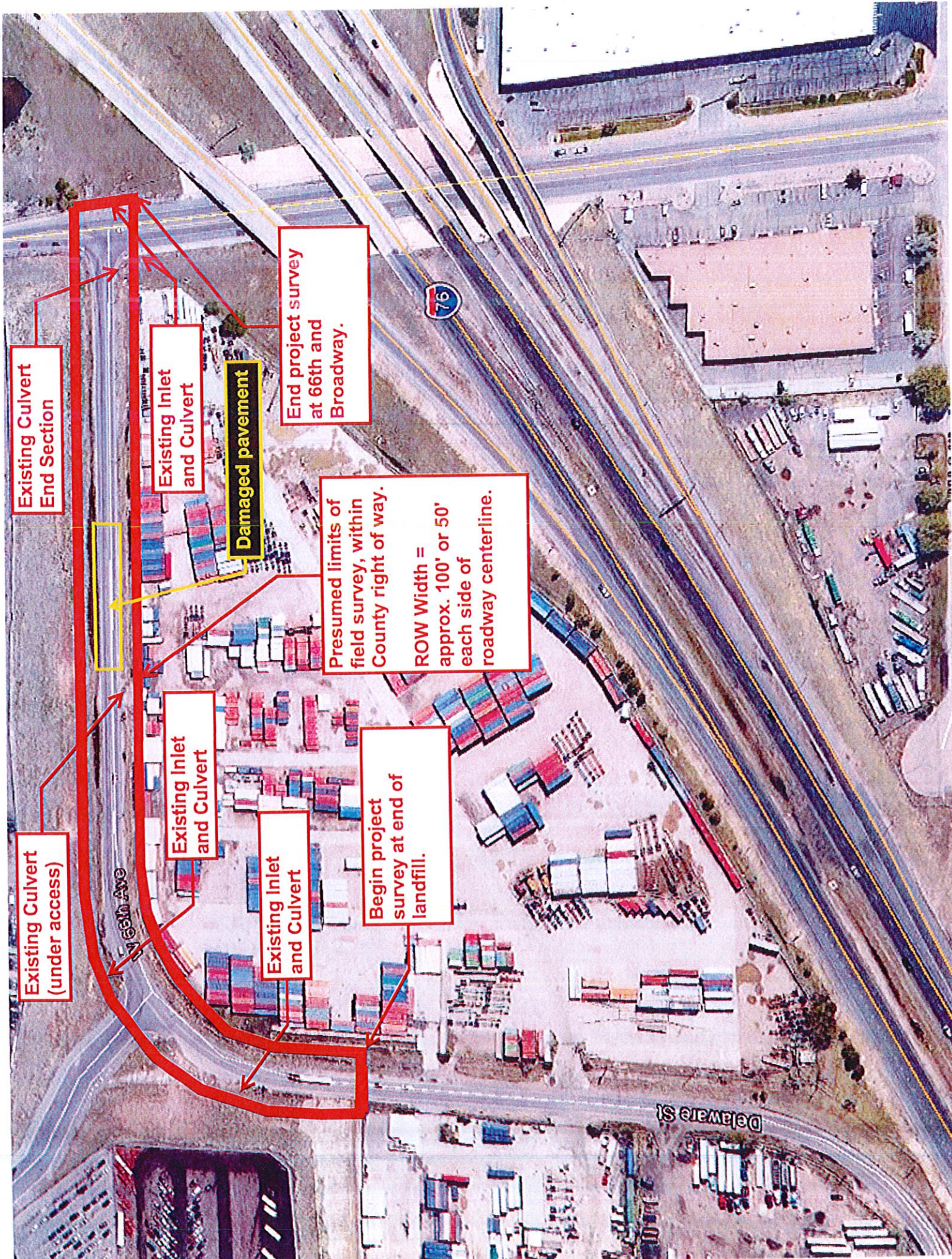
4430 South Adams County Parkway, Suite W2000B,

Brighton, CO 80601

o: 720-523-6968 |

jshi@adcogov.org | www.adcogov.org

This e-mail and any file(s) transmitted with it contain privileged and confidential information and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, disclosure or copying of this e-mail disclosure or copying of this e-mail or any of its attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify the sending individual or entity by e-mail and permanently delete the original e-mail and attachment(s) from your computer system. Thank you.



Existing Culvert
End Section

Existing Inlet
and Culvert

Damaged pavement

End project survey
at 66th and
Broadway.

Presumed limits of
field survey, within
County right of way.

ROW Width =
approx. 100' or 50'
each side of
roadway centerline.

Existing Culvert
(under access)

Existing Inlet
and Culvert

Existing Inlet
and Culvert

Begin project
survey at end of
landfill.

66th Ave

Delaware St

Shannon Sprague

From: Shannon Sprague
Sent: Tuesday, May 15, 2018 4:29 PM
To: info@martinmartin.com; rocksol@rocksol.com; jennifer.caskins@urs.com; todd.shafer@aeom.com; charlotte.schlenz@aeom.com; pursuits@rocksol.com; Ryan Soltis; John Eddy; Martin Merklinger; Saeid Saeb; Crystal O'Neal; Matt Wessell
Subject: Adams County - Project No. 2018.622 / 66th Ave West Of Broadway Roadway Engineering Services - REVISED RFP DOC 51518
Attachments: DOCS-#5779321-v1-2018_622_RFP_66TH_AVE_WEST_OF_BROADWAY_ROADWAY_ENGINEERING_SRVCS_REVISED_51518.pdf
Importance: High

Greetings All,

Attached is the revised RFP document for Project No. 2018.622 / 66th Ave West Of Broadway Roadway Engineering Services to be used for submittal tomorrow, 5/16/18 afternoon at 2:00PM.

If your firm would like to provide additional information beyond what is required in the RFP document, then all additional information must be provided separately on company letter head and clearly identified.

Please reply with any additional questions or if your firm is no longer interested in this project. Thanks Again!

Thanks A Bunch!



Shannon E. Sprague, CPPB

Contract Specialist II, Finance Department

ADAMS COUNTY, COLORADO

4430 S Adams County Pkwy Ste C4000A

Brighton, CO 80601-8212

Direct: 720.523.6052 | Main: 720.523.6050

ssprague@adcogov.org | www.adcogov.org

From: Shannon Sprague
Sent: Friday, May 11, 2018 2:53 PM
To: Shannon Sprague; info@martinmartin.com; rocksol@rocksol.com; jennifer.caskins@urs.com; todd.shafer@aeom.com; charlotte.schlenz@aeom.com; pursuits@rocksol.com
Subject: Adams County - Project No. 2018.622 / 66th Ave West Of Broadway Roadway Engineering Services - Addendum No. 1
Importance: High

Greetings All,

Please note that following Addendum No. 1 for Project No. 2018.622 / 66th Ave West Of Broadway Roadway Engineering Services; Have A Great Weekend!

Thanks A Bunch!



Shannon E. Sprague, CPPB

Contract Specialist II, Finance Department

ADAMS COUNTY, COLORADO

4430 S Adams County Pkwy Ste C4000A

PRE-PROPOSAL MEETING:

5/10/18 / 2:00 PM, MT / Location: Corner of Delaware and W 66th Ave. – All participants will sign in prior to start of the meeting. (See Attached Map)

3. RFP Questions Due:

5/14/2018 400 PM MT

4. Proposal will be received until:

5/16/18 2:00 PM MT, Our Clock

Emailed To Contract Specialist: ssprague@adcogov.org

- Goods or services to be delivered to or performed at: **Adams County Location: 66th Ave West (See Attachment A. - Scope of Services)**

- For additional information please contact:

Shannon E. Sprague, CPPB, Contract Specialist II

720-523-6052 / ssprague@adcogov.org

II. 2018.622 RFP Action Items:

- ❖ Reply to the email correspondence with acknowledgement and intent to submit a proposal **on or before 12:00PM Wednesday, May 9th.**

- ❖ RFP Submittal Date: **Wednesday, May 16, 2018 emailed to my attention by 2:00P.M.**

- Attachment A. – Scope of Services / Submittal Requirements and Pricing Sheet
- Current Certificate of Insurance
- Current W-9
- Work Completion Date Acknowledgement or anticipated work completion date.

Please reply with any questions and concerns directly to me 72 hours prior to the emailed bid submittal date and “Thank You” in advance for your willingness to partner with Adams County on this project.

Thanks A Bunch!



Shannon E. Sprague, CPPB

Contract Specialist II, Finance Department

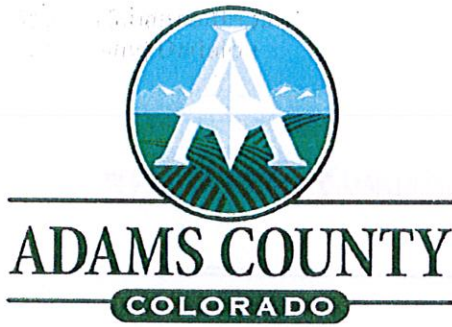
ADAMS COUNTY, COLORADO

4430 S Adams County Pkwy Ste C4000A

Brighton, CO 80601-8212

Direct: 720.523.6052 | Main: 720.523.6050

ssprague@adcogov.org | www.adcogov.org



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**2018.622 – 66TH WEST OF BROADWAY
ROADWAY ENGINEERING SERVICES
PROPOSAL - COVER SHEET - **REVISED****

RFP Issue Date: 5/7/2018

RFP Number: RFP-SS-2018.622

RFP Title: 66TH WEST OF BROADWAY ROADWAY ENGINEERING SERVICES

PRE-PROPOSAL MEETING: 5/10/18 / 2:00 PM, MT / Location: Corner of Delaware and W 66th Ave.
– All participants will sign in prior to start of the meeting. (See Attached Map)

RFP Questions Due: 5/14/2018 400 PM MT

Proposal will be received until: 5/16/18 2:00 PM MT, Our Clock
Emailed to the Contract Specialist Listed Below

For additional information please contact: Shannon E. Sprague, CPPB, Contract Specialist II
720-523-6052

Email Address: ssprague@adcogov.org

If any of the documents listed above are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person. The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Surveyor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Surveyor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Surveyor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Surveyor

Proposing Firm :

Fax:

Address:

City/State:

Zip:

Contact Person:

Title:

Phone:

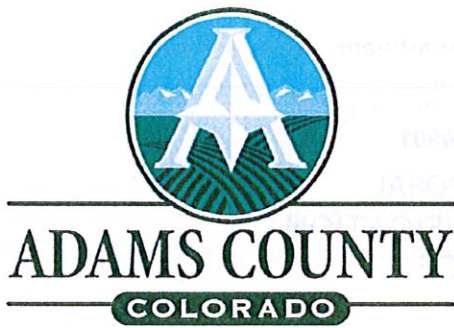
Authorized Representative's Signature:

Phone:

Printed Name:

Title:

Date:



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
PRICING FORM: 2018.622

Proposal Fees: (TAB B): All proposals shall include the format as specified below:

1. PROPOSAL ITEMS FOR EVALUATION – PROPOSER MUST SUBMIT AN ITEMIZED PRICING SHEET BY LOGICAL TASK WITH AN OVERALL TOTAL PROJECT AMOUNT.

Pricing Itemized Sheet - Sample

Task No.	Task Description:	Position Titles	Total Task Project Hours	Average Cost per Hour	Overall Total Cost of Project Task
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
Overall Survey Services Project Amount :					

1. Pricing submittal must include all Professional Wage Hourly Rates per Position Title:
 - Position Title
 - Regular Rate
 - Overtime Rate
2. Any and all additional expenses beyond the itemized logistical tasks that may occur shall be submitted as an itemized wage rate sheet for evaluation consideration.

SOLICITATION #

2018.622 / 66TH AVE ENGINEERING SERVICES

DATE: THURSDAY, MAY 10, 2018

NAME	AGENCY OR COMPANY	E-MAIL ADDRESS	PHONE NUMBER
Ryan Solis	MARTIN MARTIN	csaads@MARTINMARTIN.COM	726-544-5450
John Eddy	Martin/Martin	JEDDY@martinmartin.com	303 249 8893
Martin MerKlinger	RockSol	merklinger@rocksol.com	303 859 5752
Mat Wessell	RockSol	wessell@rocksol.com	303 895 7431

Alendurix 7

Adendum 67 — continued

QWERTY: Google

① - geotechnical rpt - (and for road)
- North Vibe Haze to Broadway
- Curcuk lead snags
- New Holap - Clean out

clausal rpt - (and for the
- North Vibe have to Baaa

clausal rpt - (and for the
- North Vibe have to Baaa

linal kpt - (and for (and)
- North Nile Hare to Broadway
- Cuckoo
- (see up)

- Create lead script
- Add up/rap - learn out

② ~~Materials~~ - Materials - Reference Doc / Specs - approval
- diff on 1100 (4)

see / Specs - approved
- diff on H2O (+) C - binable

$\text{CSP} \#E$ Ad^{∞} CEHP-gradies ~~C~~

⑤ Synthetic lead - no carb, gutter, drive - no widening / resurfacing req

⑤ Rightway easement r/k


 2/2