

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5th day of August 2013, 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 Felsburg, Holt and Ullevig, located at 6300 S. Syracuse Way, Suite 600, Centennial, CO 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2013.153 and the Contractor's response to the RFP 2013.153 attached hereto as Exhibit A and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.

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 six thousand eight five dollars (\$66,085.00).

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

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed

to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. NONDISCRIMINATION:

6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

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

8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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

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

9. TERMINATION:

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

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total

services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assign ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified

mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Engineering
Contact: Jennifer Shi
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720-523-6968
E-mail: jshi@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@adcogov.org

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

Contractor: Felsburg, Holt and Ullevig
Contact: Elliot Sulsky, PE, AICP
Address: 6300 S. Syracuse Way, Suite 600
City, State, Zip: Centennial, CO 80111
Phone: 303-721-1440
E-mail: Elliot.sulsky@fhueng.com

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

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

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

11. CHANGE ORDERS OR EXTENSIONS:

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to,

additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

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

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

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

Board of County Commissioners

Al Henry _____ Date 8-5-13
Chair

FHU

Elliot Sulsky _____ Date 8/14/13
Signature

ELLIOT SULSKY, PRINCIPAL _____
Printed Name Title

Attest:

Karen Long, Clerk and Recorder _____
Deputy Clerk Kisha Huan 

Approved as to Form: _____
Adams County Attorney's Office P. Coats

NOTARIZATION:

COUNTY OF Arapahoe)

STATE OF Colorado)SS.

Signed and sworn to before me this 14th day of August, 2013,

by Elliot Sulsky,

Stacey Roth Freitag
Notary Public

STACEY ROTH FREITAG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20024036149
MY COMMISSION EXPIRES NOVEMBER 06, 2014

My commission expires on: 11/6/2014

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:

FELSBURG HOLT + ULLERY 8/14/13
Company Name Date


Signature

ELLIOT SULSKY
Name (Print or Type)

PRINCIPAL
Title

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

Exhibit A

REQUEST FOR PROPOSAL
2013.153 Professional Engineering Services for
Clarkson, E.57th Avenue, and Emerson Streets
Improvements

Questions Due
Date: July 9, 2013
Time: 12:00 P.M.

Proposal Due
Date: July 16, 2013
Time: 3:00 P.M.



**Adams County is utilizing the RFQ 2013.035 solicitation – Non Project Specified
Professional Services – Approved List of Engineering Firms selected in the
roadway engineering category**

Adams County is accepting proposals for **professional services associated with the 2014 Street Program Project (Project)**. The County anticipates reconstructing the roadway, improving drainage, installing curb, gutter, pedestrian walk, and handicapped accessible ramps in compliance with the Americans with Disability Act (ADA), on Clarkson Street, E. 57th Avenue, and Emerson Street. The project goals are to design the horizontal and vertical alignments for the road to address drainage issues, roadway layouts, sidewalk locations, and other infrastructure coordination. The roadway reconstruction has been prioritized and indicated by the Transportation Asset Management System (TAMS). As a result, Adams County is requesting surveying, geotechnical investigation, drainage analysis, and roadway professional engineering services.

The goal for the County is that the **Project** will not negatively impact private properties and existing drainage patterns. The project will also improve or enhance roadway safety, pavement strength, improve driving conditions, provide for pedestrian friendly walk, and drainage, as needed at minimal cost.

All questions must be submitted in writing and sent via email to jtierney@adcogov.org by **12:00 p.m. on July 9, 2013**.

Proposals for consideration will be received by Purchasing Agent, Jennifer Tierney, Adams County Government Center, 4430 South Adams County Parkway, Suite C4000A Brighton, CO 80601-8212, up to **3:00 P.M., July 16, 2013**. **Proposals will be accepted by emailing Jennifer Tierney at jtierney@adcogov.org, or you may submit your proposal in person at the address listed above.**

SCOPE OF WORK

The Consultant shall perform all necessary professional services including but not limited to:

A. Public Outreach and Project Meetings (including meeting minutes)

1. Initial Project Meeting
2. Progress Meetings
3. Public Meetings
4. Utility Meetings

B. Roadway Engineering

1. Evaluate the design within the project limits, which shall include vertical and horizontal alignments, cross sections, pedestrian facilities, and drainage mitigation. The improvements will need to fit within existing County rights-of-way, unless directed otherwise by the County. Provide curb ramp and return details and cross sections at each driveway edge and critical locations, such as sidewalks and other features that might be affected by the Project.
2. Present the preliminary design to Adams County and impacted utility companies for review. The Consultant shall review comments from Adams County, the utility companies, and affected parties developed under the preliminary design phase, and incorporate the agreed upon changes into the final design.

3. Draw the preliminary plan and profile design on a scale of 1" = 20' horizontal and 1" = 5' vertical. The County may allow the consultant to use different scales after a review of the preliminary plans.
4. Design and plot the proposed horizontal and vertical alignments. The proposed design shall strive for no, or minimal, impact on adjacent properties. The plans shall include pay items modeled after CDOT's standard pay items.
5. Provide potholing as needed to avoid conflicts. All utilities shall be shown on the plans.
6. Prepare the construction plans on half size (11" x 17") paper along with an electronic CD. The final plans shall include but not limit to: typical section, summary of approximate quantities, survey control diagram and tabulation, geometric data, demolition plan, proposed roadway centerline, flowlines, curb, gutter, sidewalk, drainage infrastructures (pipes, inlets, manholes, etc.) plans; centerline profile, flow line profile as needed; cross section at the edge of each driveway and identified improvements to the walkway or other improvements with sufficient details and information for bidding and construction purposes.
7. Provide the project special provisions if CDOT's standards and specifications are not sufficient.

C. Surveying Service

1. Obtain signed permission to enter private properties.
2. Provide a topographical survey that is sufficient for the design of roadway and drainage improvements.
3. The horizontal and vertical accuracy shall be at 1/10 foot for landscape areas and 1/100 foot for hardscape areas.
4. Obtain intersection configurations and cross-sections. Survey shall be extended at least 200 feet at each leg.
5. Copies of all survey field notes, maps, electronic drawing files, etc., shall be furnished to the County.
6. The survey shall contain all necessary information to design the drainage, curb, gutter, driveway and sidewalk improvements for those areas indicated in the exhibits.
7. Show locations of all utilities on plans.
8. Establish at least two (2) temporary benchmarks / control points with elevations on Adams County Datum for the project. Locations shall be at opposite ends of the area of improvements and in an area where potential disturbance will be minimal.

D. Geotechnical Engineering

1. Provide field sampling and testing of existing pavements and soils necessary for proper pavement design as per the CDOT Pavement Design Manual.
2. Perform boring and subsurface geotechnical investigations for structure selection reports.
3. Provide testing results used in the design process that are certified by a professional engineer.
4. Provide pavement rehabilitation alternatives and recommendations.
5. Provide pavement thickness design analysis including alternative pavement sections.
6. Provide engineering geology plan sheets.

E. Drainage Engineering

Hydrology - The study, analysis, review and design of hydrology sufficient to provide information for storm sewer design and / or runoff calculations for Clarkson Street, E. 57th Avenue, and Emerson Street. The Consultant shall provide the following information:

1. Collect historical drainage data including drainage studies and master drainage plans.
2. Establish drainage basin data.
3. Select run-off parameters and predict peak flows using existing studies and methods including flood history.
4. Provide calculations including computer modeling of hydrologic analysis.

Hydraulic - The Consultant shall provide analysis, review and design services for surface drainage channels and subsurface storm sewer, primarily related to stormwater drainage. This includes:

1. Locate and address flood, drainage and erosion problem areas.
2. Furnish the design, size, and location of storm sewer and other drainage facilities.
3. Furnish stormwater management plans and reports which include erosion and sediment control plans that meet Adams County Stormwater Quality Regulations.
4. Prepare all necessary plans or profiles for the drainage improvements as needed.
5. Furnish design and sizing calculations including computer modeling.
6. Prepare hydraulic analyses and reports.

F. Utility Engineering

The County expects that Consultant will provide utility relocation designs for waterlines and sanitary sewers. This effort will include coordination with other utility companies/providers on behalf of Adams County.

1. Collect utility location maps.
2. Determine correct horizontal and vertical location of related utilities.
3. Coordinate project activities with associated utility companies.
4. Prepare utility relocation designs including alternative designs.
5. Check for and anticipate utility conflicts.
6. Determine the horizontal and vertical location of utilities.
7. Prepare maps depicting the work.
8. Other utility engineering related tasks, as directed by the County.

The Consultant shall be responsible to ensure that all personnel proposed under this RFP are qualified through training, experience, and appropriate certification for the tasks assigned and shall have a working knowledge of Adams County's standard practices.

The Consultant shall conform to all applicable federal, state, and county regulations.

A "notice to proceed" will be given for each specific assignment upon completion of a "Not To Exceed" Cost Estimate, including the timeframe in which to complete the work and include staff availability in the proposal.

ATTACHMENT:
Project Location Map

CONSULTANT EVALUATION – SCORING FORM	
Panel Member:	Max. Score
Project Team/ Consultant:	10
1) If the prime firm cannot provide some services for the project in house, they should use of subconsultants on the approved RFQ list unless the sub consultants had been listed in your RFQ proposal and successful on the past projects.	
Comments:	
Rates of Services	20
1) Evaluated firm's rates for personnel on an hourly basis	
2) Evaluated sub-consultant's rates for personnel on an hourly basis including reimbursable expenses	
3) Evaluated the project cost based on the project approach	
Comments:	
Work Plan	25
1) Firm demonstrated clear understanding of the project goals.	
2) Project Approach	
3) Schedule for delivery	
Comments:	
	Total Score



ADAMS COUNTY
COLORADO

ADAMS COUNTY, COLORADO
PROPOSAL FORM
2013.153 ENGINEERING SERVICES FOR
THE 2014 STREETS PAVING PROGRAM
PROPOSAL SIGNATURE PAGE

VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda #___ Addenda #___ Addenda #___

If None, Please write NONE.

COMPANY NAME DATE

TYPE OF ENTITY (CORPORATION, TAX IDENTIFICATION NUMBER
GENERAL PARTNERSHIP, ETC.)

STATE OF INCORPORATION,
IF APPLICABLE

ADDRESS SIGNATURE

CITY, STATE, ZIP CODE PRINTED SIGNATURE

TELEPHONE NUMBER FAX NUMBER or EMAIL ADDRESS

COUNTY TITLE

(Corporate Officer/Manager/General or
(Seal - If Proposal is by a Corporation)

Registered Agent, or General or Managing Partner)



ADAMS COUNTY
COLORADO

**ADAMS COUNTY, COLORADO
PROPOSAL FORM
2013.153 ENGINEERING SERVICES FOR
THE 2014 STREETS PAVING PROGRAM
PROPOSAL SIGNATURE PAGE**

VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # Addenda #

If None, Please write NONE.

Felsburg Holt & Ullevig 7/16/2013
COMPANY NAME DATE

Corporation 84-0965977

TYPE OF ENTITY (CORPORATION, TAX IDENTIFICATION NUMBER
GENERAL PARTNERSHIP, ETC.)

Colorado
STATE OF INCORPORATION,
IF APPLICABLE

6300 S. Syracuse Way, Suite 600
ADDRESS SIGNATURE

Centennial, CO 80111 Elliot M. Sulsky, PE, AICP

CITY, STATE, ZIP CODE PRINTED SIGNATURE

303-721-1440 303-721-0832 elliot.sulsky@fhueng.com

TELEPHONE NUMBER FAX NUMBER or EMAIL ADDRESS

Arapahoe Principal

COUNTY TITLE

(Corporate Officer/Manager/General or
(Seal - If Proposal is by a Corporation)

Registered Agent, or General or Managing Partner)

Project Background

The combination curb and gutter and sidewalk will be constructed on Clarkson Street, East 57th Avenue and tie-in on Emerson Street. Critical aspects of this project include:

- ⇒ Evaluating the barrier curb and gutter for the truck parking within the McDonald's site on Clarkson Street.
- ⇒ Determining where the drainage flows will go in the southwest corner of Clarkson and 57th Avenue.
- ⇒ Establishing the horizontal alignment of 57th Avenue as the entire roadway may shift to the south due to existing right-of-way parameters.
- ⇒ Researching the drainage outfall location southeast of Emerson and 57th Avenue and evaluating the potential of implementing a water quality/detention facility at the outfall location.
- ⇒ Evaluating the constructability and phasing of the proposed improvements so that the adjacent businesses can remain open and maintain their accesses.



Our project team will address these critical issues as discussed below.

Project Approach

There are two prime elements that are required to complete a successful project – **Communication** and **Trust**. FHU firmly believes in having an open line of communication between our clients and our design team. This open communication will enable us to develop a design and delivery process for Adams County that will lead to generating the deliverables that you expect at a cost effective price. This open communication will also allow the County and our design team to anticipate critical issues and collaboratively develop a cost effective solution to resolve the critical issues. The open communication and relationship that we will continue to develop with the County's staff will lead to the second prime element – **Trust**. FHU strives to continually develop a strong bond of trust with all of our clients. FHU wants to provide the required services to complete the project at hand, but more importantly, we are here to support Adams County and your staff and build the trust between us. This trust will aid in completing this project in a timely, cost effective manner, but it will also be very beneficial on future projects with the County.

FHU plans on completing the design for this project similar to the process we routinely utilize on all of our roadway improvements projects. The first task that would kick-off this project is confirming the project's critical aspects with the County, and then our team will start addressing these issues. The project's critical issues have traditionally driven the critical path for the project schedule. That is why it is important to start addressing these issues from the project onset.

In order to resolve the issue of trucks running over the barrier curb and gutter on Clarkson to park for McDonalds, FHU would contact the local McDonalds Corporate Office (4855 Ward Road, Suite 600, Wheat Ridge, CO 800033 – 303.232.3390) to discuss this issue. FHU would also contact the store manager, Susy, to gain her input on this issue. Through this coordination, we anticipate that a resolution of either replacing the entire

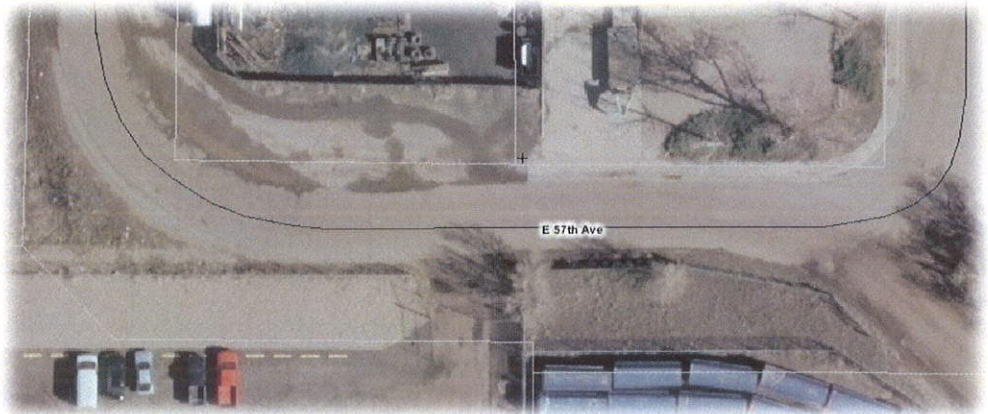


stretch of barrier curb and gutter with mountable curb and gutter or placing a barrier such as a fence or railing along the existing curb and gutter that would limit the access to one location from Clarkson. FHU would implement the preferred resolution into the roadway design plans.



Originally, we anticipated that the vegetated area in the southwest corner of Clarkson and 57th Avenue drained to the north and through the parking lot on the west side of Clarkson. After reviewing Adams County GIS/LiDAR (Light Detection and Ranging) information with 2 foot contour intervals for this area, the parking lot actually drains west to east and pools into the southwest corner of Clarkson and 57th Avenue. Therefore, we will evaluate two options to drain this area. The first option will implement a sidewalk chase drain to direct the flows into the curb and gutter and carry them to the east to Emerson and 57th Avenue. If positive drainage cannot be achieved with the first approach, the corner of Clarkson and 57th Avenue may be required to be super elevated to carry the flows across the street into the northern curb and gutter, which would then be carried to the existing inlet at Emerson and 57th Avenue.

As shown in the image below, the parcel lines in accordance to the County's GIS are extended to the south into the corners of 57th Avenue. AzTec Consultants will conduct a detailed survey for this project that will include defining the property limits. If the actual property limits do extend into the existing street, FHU will develop a design that shifts the roadway to the south so that the street including the proposed curb and gutter and sidewalk are located within the existing right-of-way limits. By shifting 57th Avenue to the south, the project may incur additional costs from reconfiguring the parking lot, relocating the chain link fence, removing trees and resetting gates on the south side of 57th Avenue. FHU will calculate these anticipated costs and compare these costs to the cost of acquiring additional right-of-way on the north side of 57th Avenue to reassure the County they are making the most cost effective decision by relocating the roadway.



During the various site visits to this project, the drainage outfall located southeast of Emerson and 57th Avenue has not been found. It will be critical to locate this outfall in order to determine what the existing drainage patterns are for this area. Once this outfall has been located, the end treatment will be evaluated to determine if a more appropriate application should be utilized. We anticipate that the area of disturbance for this project should be less than 1 acre; therefore, the project should not be required to provide water quality for the proposed improvements. However, by adding impervious area with the sidewalks and concentrating

the drainage flows within the curb and gutter, detention may be required prior to the outfall. Another option would be to design a low-tailwater basin or plunge pool that would dissipate energy and control erosion prior to final release at the existing outlet location.

There are numerous businesses within the project corridor that can only access their parcel via Clarkson, 57th Avenue and/or Emerson. As the design of the sidewalk, curb and gutter and potentially the street progresses, FHU will strive to utilize as much existing infrastructure as possible to allow accesses to remain open and to minimize disruption to the adjacent property owners. This approach will also minimize construction costs for the County. We have utilized this same approach for the widening of County Line Road within Douglas County and the City of Centennial, which was constructed with minimal disruption to the numerous adjacent businesses.



The following scope of work incorporates the project approach and defines how our project team will complete the design and construction documents for the proposed improvements.

Scope of Work

I. DESIGN PHASE

A. Design Survey (Completed by AzTec Consultants)

1. Establish horizontal and vertical survey control for the site based on NGS and/or Adams County control points. The coordinate system will be a NAD83 Colorado State Plane Central Zone modified to ground coordinates. Vertical Datum will be NAVD88.
2. Obtain signed permission to the adjacent properties, as required.
3. Field survey to locate improvements, ground features and visible above ground utilities within the survey limits. The survey limits are outlined in red as shown to the right.
4. Set a minimum of 2 permanent control points on site for future use.
5. Contract with a utility locating company to have the underground utilities marked within the mapping limits. All known utilities that are capable of "Electronic Designation" will be located. Utilities must have a "Traceable" line in





- order to be deemed “Locatable”. Any utilities without a “Traceable” line cannot be located.
6. Field survey of the utility markings and add the data to the topographic base map.
 7. As-built survey of any sanitary and storm structures, manholes and inverts servicing the site and add the data to the topographic base map.
 8. Provide a final topographic base map in AutoCAD format containing points, ROW lines, planimetrics, utilities, 1-foot contours and a DTM.
 9. Provide a survey control diagram with coordinate and elevation tabulation.
- B. ROW/Ownership Map (Completed by AzTec Consultants)
1. Research Adams County’s records to obtain subdivision plats, Land Survey Plats and deeds relevant to the site.
 2. Perform a field survey to locate section corners, property corners and range points to establish the ROW lines of the streets and adjacent parcels.
 3. Resolve discrepancies between the record data and as measured data.
 4. Add the ROW and ownership data to the topographic base map.
- C. Geotechnical Investigation and Pavement Design (Completed by Kumar & Associates)
1. Drill 4 exploratory borings at selected locations along the project street segments. The depths of the borings are anticipated to range from 10 to 15 feet, with the final depths to be determined in the field as drilling progresses and as the subsurface profile become evident. The borings will be made to obtain information on the existing pavement section type and thickness, the underlying subsurface profile, to obtain samples for laboratory testing, and to estimate the ground-water level and depth to bedrock, if encountered within the drilled depth.
 2. Coordinate with the Utility Notification Center of Colorado (UNCC) to locate buried utilities prior to drilling. Obtain a permit from Adams County to work within the street ROW. It is anticipated that this will be a “no-fee” permit. Kumar will obtain subcontract services to perform traffic control measures in accordance with applicable MUTCD requirements.



3. Conduct a laboratory testing program on selected samples obtained from the borings to determine:
 - ✓ Moisture content
 - ✓ Density of undisturbed fine-grained samples
 - ✓ Gradation characteristics of coarse-grained samples
 - ✓ Consolidation and/or swell potential of fine-grained soil samples
 - ✓ Atterberg limits
 - ✓ Water Soluble Sulfates
 - ✓ Hveem Stabilometer (R-value)

4. Analyze the data obtained from the field and laboratory portions of the study to provide engineering recommendations for:
 - ✓ Pavement section alternatives for the reconstruction of the street segments
 - ✓ Feasibility of an asphalt overlay alternative for the street segments
 - ✓ Utility excavation, bedding and backfill
 - ✓ Subgrade preparation measures
 - ✓ Subgrade stabilization requirements, if applicable
 - ✓ Mitigation of sulfate attack, if any, on concrete
 - ✓ Potential corrosive environment for metal placed beneath the ground surface

5. Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide our conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.

D. Roadway Design

1. FHU will complete the roadway design that will include:
 - ✓ Define and detail the horizontal and vertical location of the combination curb, gutter and sidewalk on each street. The cross slope will be evaluated for each street and may be modified to achieve positive drainage to the inlet or low area at 57th Avenue and Emerson.
 - ✓ Evaluate the grading behind the proposed sidewalk as well as grades for the driveways connecting into each street.
 - ✓ The pedestrian facilities will be updated, as required, to meet current County and ADA Standards.
 - ✓ Compute earthwork quantities.
 - ✓ Create a 3-dimensional model of the roadway that incorporates the elements noted above.
 - ✓ Signing and striping plans will be prepared for the project complementing the latest edition of the MUTCD and the County's standards, as applicable.
 - ✓ Traffic control plans will be prepared utilizing the latest edition of the

Manual of Uniform Traffic Control Devices (MUTCD), CDOT's Standards and the County's Standards.



2. Prepare a preliminary layout and forward it to the County via pdf for review and/or approval. After the approval of the preliminary layout is provided, FHU will prepare 70% to 80% review drawings for a Design Review/FOR Meeting. The following plan sheets are assumed:

- ✓ Title Sheet
- ✓ Standard Plans List
- ✓ Summary of Approximate Quantities
- ✓ Quantity Tabulation Sheets (CDOT style)
- ✓ Typical Sections and General Notes
- ✓ Survey Control Diagram
- ✓ Roadway Geometry Sheets
- ✓ Project Specific Detail Sheets
- ✓ Roadway Plan and Profile Sheets
- ✓ Cross Street / Driveway Plan and Profile Sheets
- ✓ Intersection Details, if applicable.
- ✓ Utility Plans
- ✓ Drainage Detail Sheets (Including Water Quality Details, if required)
- ✓ Drainage Plan and Profile Sheets (including outfalls to drainageways)
- ✓ Grading, Erosion, Sediment Control (GESC) Report and Sheets (Including Stormwater Management Plans)
- ✓ Cross Sections (including features such as utility locations, existing pavement limits and other physical features)

3. FHU will tabulate quantities for the final plan submittal. Item numbers, descriptions, units and quantities will be as per CDOT format.

E. Drainage Engineering

Hydrology

1. The study, analyses, review and design of hydrology sufficient to provide information for storm sewer design and / or runoff calculations for Clarkson, E. 57th Avenue and Emerson Street.
 - a. Collect historical drainage data including drainage studies and master drainage plans.
 - b. Establish drainage basin data for pre-project and post-project conditions.
 - c. Select run-off parameters and predict peak flows using existing studies and methods including flood history.



- d. Provide calculations including computer modeling of hydrologic analysis.

Hydraulic

1. Provide analysis, review and design services for subsurface storm sewer, primarily related to storm water drainage.
 - a. Locate and address flood, drainage and erosion problem areas.
 - b. Furnish the design, size and location of storm sewer and other drainage facilities.
 - c. Consider future master drainage plan design improvements.
 - d. Evaluate the existing storm sewer system and adjacent roadside ditch at the intersection of E. 57th Avenue and Emerson Street and analyze potential downstream impacts.
 - e. Furnish stormwater management plans and reports which include erosion and sediment control plans that meet Adams County Stormwater Quality Regulations.
 - Prepare an Erosion Control Memo which includes a brief description of pre-project and post-project conditions associated with anticipated erosion control practices, identification of adjacent areas, maintenance considerations, soils and erosion and sediment control BMP's to be installed as part of construction.
 - f. Prepare all necessary plans or profiles for the drainage improvements as needed.
 - g. Furnish design and sizing calculations including computer modeling.
 - h. Prepare hydraulic analyses and reports.
 - Prepare a Drainage Design Memo which includes hydrologic analysis for the pre-project and post-project conditions, basin mapping, calculations for inlet spread and depth, discussion of potential downstream impacts and summary of improvements addressing the proposed drainage design.

F. Utility Investigation and Coordination

1. Coordinate with Aztec on identified and located utilities throughout the project corridor.
2. Coordinate with various utility companies identified in the corridor and determine potential utility impacts.
3. FHU will prepare and submit a potholing plan to the County prior to commencing with the potholes. The potholing plan will identify each utility that may be impacted and the location to be potholed. FHU will update the utility information identified in the previous tasks with the updated pothole information.



4. AzTec will stake up to eight (8) pothole locations and contract with a utility locating company to pothole the staked locations, backfill and dispose of the waste from the potholes. The utility locating company will obtain a permit from Adams County to work within the street ROW. It is anticipated that this will be a “no-fee” permit. The utility locator will obtain subcontract services to perform traffic control measures in accordance with applicable MUTCD requirements. Depths for dry utilities are typically 6-feet and for wet utilities are typically 8-feet. Depths deeper than this will be invoiced at the utility locator’s hourly rates if the required hours exceeds the estimated 8 hours on site.
5. Prepare required drawings and details associated with potential utility relocations.

G. Project Special Provisions

1. FHU will prepare project special provisions for the project to be included in the construction documents. FHU will utilize CDOT’s Standard Specifications for Road and Bridge Construction dated 2011 for the basis of the project special provision modifications. The County will be responsible for preparing the overall bid documents for the project.

H. Design Review/FOR Meeting

1. FHU will transmit plans to County staff and other agencies as directed by the County at least 14 calendar days prior to the meeting.
2. FHU will attend and discuss additions or revisions to design review plans. FHU will take meeting minutes and distribute them to participants within five (5) working days of the meeting.

I. Prepare Advertisement Documents

1. FHU will incorporate comments from the Design Review/FOR Meeting and produce advertisement documents.
2. FHU will submit the completed set of plans and specifications and any other contract documents (the advertisement documents) for review and approval by the County.
3. FHU will submit one half-size (11x17) unbound plan set fourteen (14) calendar days prior to the date that plans will be available for pickup by bidders.



4. FHU will submit finalized project special provisions in Microsoft Word format fourteen (14) calendar days prior to the date that plans will be available for pickup by bidders.
5. FHU will submit an Adobe Acrobat compatible PDF of the plan set and project special provisions to the County for advertising the project.
6. FHU will update the opinion of probable construction costs for the work described in the advertisement design plans.

II. PROJECT MANAGEMENT

A. Progress Meetings

1. The County's and FHU's project managers will meet with other key staff regularly (typically on a monthly basis) in order to discuss the project issues and status. The progress meetings will be used to coordinate the work effort and resolve problems. Meetings may involve other agency staff and guests. FHU will prepare an agenda for the progress meetings as well as meeting minutes to highlight the discussions and decisions that were made at the meetings as defined in the "Routine Requirements" section.
2. The following will be reviewed at each progress meeting:
 - ✓ Open slot for guests and presentations
 - ✓ Update of activities completed since the last meeting
 - ✓ Problems encountered and recommended solutions
 - ✓ Review of design and any new design concepts to be considered
 - ✓ Discuss if any delays are anticipated in accomplishing various tasks
 - ✓ Determine tasks to be completed by the next progress meeting
 - ✓ Schedule upcoming meetings and events
 - ✓ Discuss and update the schedule (revise if necessary)
 - ✓ Actions/issues having potential negative community or media impacts
3. FHU anticipates up to 4 progress meetings will be required during the project duration.
4. Coordinate the truck parking within the McDonald's site with the McDonald's local corporate office and the store's manager. This coordination will be conducted via phone, e-mail and on-site meeting(s), as required.



III. DELIVERABLES

The following is an estimate of the deliverables for this project. As the project develops, the type and number of deliverables may vary.

DESIGN PHASE

- Up to Two Project Control Points (Set by AzTec Consultants)
- Survey Control Diagram
- Potholing Plan
- 70% to 80% Construction Drawings for the Review Meeting
 - ⇒ Up to 5 Plan Sets for Agencies
 - ⇒ Up to 5 Plan Sets for Utility Companies
- Project Special Provisions
- Opinion of Probable Construction Cost
- Summary of Utility Conflicts
- Erosion Control Memo
- Drainage Design Memo
- One Unbound Plan Set (for bidding purposes)
- Microsoft Word File (Project Special Provisions)
- PDF of Plan Set and Project Special Provisions
- Opinion of Probable Construction Cost

PROJECT MANAGEMENT

- Meeting Agendas, Meeting Minutes
- Schedule
- Written Communications

Proposal for 2013.153 Professional Engineering Services for
Clarkson, E. 57th Avenue, and Emerson Streets Improvements
Revised on July 26, 2013

Fee Schedule

TASK / DELIVERABLE	FHU Totals										Subtotal	Other	Subtotal	TOTALS	Subsultants / Descriptions	
	Jeff Dankenbrng, PE (Senior Engineer)	Scott Dankenbrng (Senior Designer)	Roadway CAD Technician (Designer II)	Ed Lind, PE (Associate)	Chad Twiss (Drainage Engineer Lead (Engineer IV)	Drainage CAD Technician (Designer III)	Administrative	Professional Service Hours	Professional Service Fee	FHUs Other Direct Costs						
I. DESIGN PHASE																
A. Design Survey	4															
B. ROW/Ownership Map																
C. Geotechnical Investigation and Pavement Design																
D. Roadway Design	4	64	40	4	100	60	8	22	50	50	10,640	100				
E. Drainage Engineering	2	8		4	4			4	50	50	17,760	50				
F. Utility Investigation and Coordination	4							4	25	25	2,340	25				
G. Project Special Provisions	4	4		4	4			4	600	600	600	600				
H. Design Review/FOR Meeting	4	4	20	2	40	24		14	1,680	600	13,230	50				
I. Prepare Advertisement Documents	4	36						126								
II. PROJECT MANAGEMENT																
A. Progress Meetings (Up to 4 Meetings)	24	8			8		4	44			5,760	150				
TOTALS																
	42	120	60	6	156	92	6	260	\$ 52,010	\$ 1,025	\$ 13,050	\$ 66,085				
Subtotal (Design Phase): \$ 60,175																
Subtotal (Project Management): \$ 5,910																
Mileage / Reproductions																

