

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 6 day of December 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 **MATRIX DESIGN GROUP**, 1601 Blake Street, Suite 200, Denver, Colorado 80202, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached **RFP 2013.194** as **Exhibit A** and the Contractor's responses to the RFP 2013.194 attached hereto as **Attachments A1-A6**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A6** and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: Not Applicable.

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 initial term of this Agreement shall be for one (1) year from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of **twenty-five thousand dollars and no cents (\$25,000.00)**, in accordance with the attached fee schedule reference in **Attachment A1-A3** for the initial year.

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:** 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. 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 coverages or policies required under this Agreement.

9. TERMINATION:

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

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

10. MUTUAL UNDERSTANDINGS:

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, 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 §§ 8-17-101, 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. 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.

10.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

10.5. 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.

10.6. 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.

10.7. 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:

County:

Department: Planning and Development Department
Contact: Joelle Greenland, AICP, Long Range Planner
Address: 4430 S. Adams County Pkwy 1st Floor, Suite W2000A
City, State, Zip: Brighton, Colorado 80601
Office Number: 720.523.6851
E-mail: JGreenland@adcogov.org

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

Contractor:

Company: Matrix Design Group
Contact: Robert C. Eck, RLA, Senior Associate
Address: 1601 Blake Street, Suite 200
City, State, Zip: Denver, Colorado 80202
Office Number: 303.572.0200
E-mail: Bob_Eck@matrixdesigngroup.com

10.8. 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.

10.9. 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.

10.10. 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.

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.

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ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. BAFO, dated November 5, 2013
2. BAFO, dated October 31, 2013
3. Proposal, dated September 24, 2014
4. Addendum One, dated September 10, 2013
5. Offeror's Signed Certificate of Compliance for RFP 2013.194, dated September 24, 2013
6. Offeror's Statement/Signature Page for RFP 2013.194, dated September 24, 2013

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1601 Blake Street, Suite 200
Denver, Colorado 80202
303-572-0200
matrixdesigngroup.com

November 5, 2013

Ms. Heidi Casteel
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**RE: CLARIFICATION RESPONSE FOR BEST AND FINAL OFFER (BAFO) FOR RFP 2013.194
URBAN PLANNING CONSULTANT FOR THE FEDERAL BOULEVARD FRAMEWORK PLAN**

Dear Ms. Casteel, and Members of Evaluation Team,

Thank you for the opportunity to submit this Clarification to our Best and Final Offer (BAFO) for the Federal Boulevard Framework Plan Request for Proposal. We have conferred with our team members regarding the clarification questions and prepared the following response for your consideration:

1. *With respect to your firm's proposal, please clarify the roles and responsibilities as they relate to the Public Engagement Strategy and the execution of the strategy. Specifically, it is unclear whether staffing the public meetings, preparing the materials, capturing the feedback, etc. is included in your proposal. If so, please specify the public outreach activities included in your proposal. If not, please itemize the cost for all outreach components (i.e. stakeholder meetings, public meetings, open houses, etc.) as well as an engagement plan.*

RESPONSE:

1. Based upon our assessment of relative priorities and budget sensitivities for the Framework Planning effort, the proposed Public Engagement component included in our proposal focused on two initial components.
 - a) An initial Stakeholder Meeting in Phase One – Inventory and Analysis, is proposed to garner stakeholder input on issue identification and analysis, that would be included in our Community Support Technical Memorandum. Material preparation, staffing and active facilitation of that Stakeholder Meeting is included, with participants including:
 - City of Westminster
 - City of Federal Heights
 - City and County of Denver
 - Regional Transit District
 - Colorado Department of Transportation

- Tri-County Health
- Local businesses/groups
- Nearby schools
- Citizen/Neighborhood Groups
- Non-profits

- b) Based specifically on the complexity and extent of issues identified in the Phase One Technical Memoranda, the preparation of a Public Engagement and Outreach Plan in Phase Two – Framework Plan, specifically tailored to the issues in the Memoranda, to be executed in the future, Corridor Plan phase of the project.
- c)

Items 1. a and 1. b above are included in the scope and fee of our September 24, 2013 Proposal.

2. If desired, additional Public Engagement components could be added in the Framework Plan (in addition to 1a and 1b above), to reach a broader range of citizens and interested public. We propose that those components could include:
- a.) A well composed informational Fact-Sheet mailer that could be prepared for distribution by mail, email, posted at local community centers, etc., providing a sampling of information topics and issues identified in the Inventory and Analysis – Technical Memoranda. That Fact Sheet could be adapted to serve the dual purposes of:
- Providing an initial announcement and informational sheet for the Federal Boulevard Project, and
 - Serving as an Open House Invitation to be conceived, prepared, staffed and facilitated by the Matrix Design Group Team.
- b.) The Public Open House Meeting would be organized with staffed stations, organized by topic, that would allow participants to review graphic and written summary information, and also engage project team staff in discussion about specific issues or concerns. The Matrix Team has directed and participated many similar events, including in this neighborhood for the Little Dry Creek / South Westminster Station project. We would include documentation of input and issues in the final Framework Plan Report.

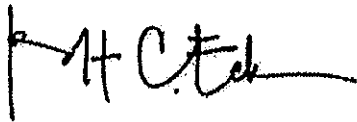
Items 2. a and 2. b above were NOT included in the scope and fee of our September 24, 2013 Proposal, but can be added to our scope for the additional fee of \$5,000.00

November 5, 2013
Page 3

Thank you for the opportunity to provide this further clarification of our proposed Public Outreach approach and components. If selected for this project, we would be happy to further tailor project scope and fee, as well as public engagement strategies, with the benefit of dialogue with Adams County staff.

Very Truly Yours,

Matrix Design Group, Inc.

A handwritten signature in black ink, appearing to read "R. C. Eck". The signature is stylized with a vertical line on the left and a horizontal line at the bottom.

Robert C. Eck, RLA
Senior Associate



1601 Blake Street, Suite 200
Denver, Colorado 80202
303-572-0200
matrixdesigngroup.com

October 31, 2013

Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

RE: REQUEST FOR BEST AND FINAL OFFER (BAFO) FOR RFP 2013.194 URBAN PLANNING CONSULTANT FOR THE FEDERAL BOULEVARD FRAMEWORK PLAN

Adams County Purchasing Division.

Thank you for the opportunity to submit our Best and Final Offer (BAFO) for the Federal Boulevard Framework Plan Request for Proposal. We have conferred with our team members regarding the clarification questions and prepared the following responses for your consideration:

- 1. Provide clarification on your firm's framework plan that details high-level and is conceptual in nature that will provide guidance for future planning, complete streets, transportation, economic investments, and general design concepts/aesthetics.***

RESPONSE: The Framework Plan is intended to be a broad overview of the issues currently affecting the corridor and will identify potential opportunities for future improvements and areas requiring future study. It will be diagrammatic in nature and will spatially locate issues affecting roadway capacity, access management, multi-modal connectivity, land use and corridor aesthetics. By analytically identifying and geo-spatially locating the corridor's improvement opportunities, the Framework Plan will serve as road map for future investment and provide guidance for future sub-area planning or corridor studies.

- 2. Provide details regarding your firm's framework plan that addresses Tri-County Health Department HIA in way that will better position a future study to incorporate its recommendations.***

RESPONSE: The public safety technical memorandum and baseline assessment will provide information about potential health indicators/metrics that will likely be addressed during the HIA process. For example, the Land Use and Public Safety memorandums will provide background information on daily traffic volumes and safety hazards. This information will be brought forward into the Framework Plan through development of the Bicycle and Pedestrian Conflict Zones.

The HIA may provide recommendations that promote overall health such as a decrease in crash risk for pedestrians and bicyclist and an increase in opportunities for physical activity.

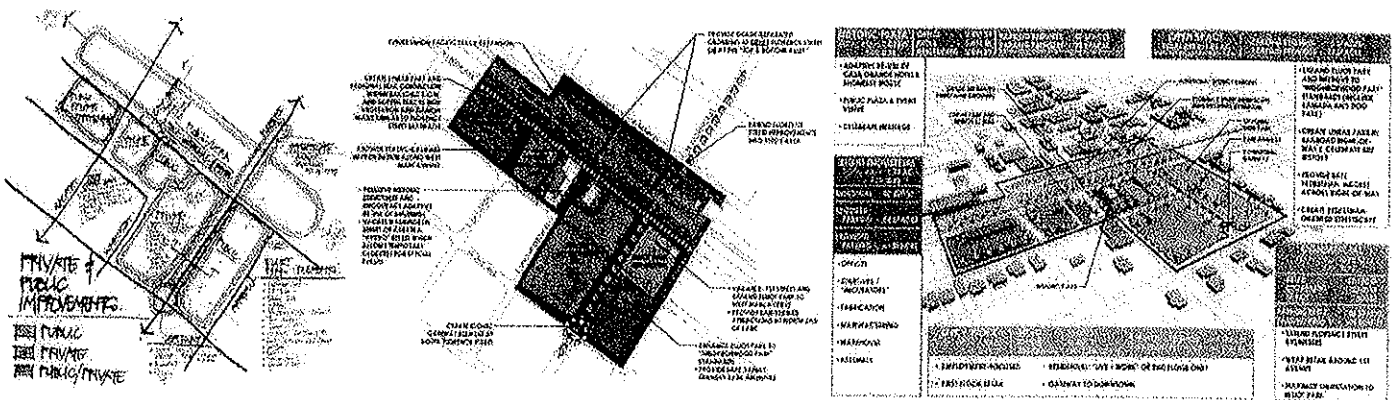
The zones developed in the Framework Plan provide a clear mechanism for targeting the recommendations from the HIA in a future planning or study effort.

3. Provide the details regarding your firm's framework plan that will ensure streamlined approaches as recommended to keep the planning process simple, feasible, flexible and manageable.

RESPONSE: The proposed two-phase Scope of Services offers a succinct and efficient approach that allows the planning team to quickly assess the issues affecting the corridor and provides the County with a summary of the issues via the Technical Memorandums. Achieving early consensus on the corridor's Strengths, Weaknesses, Opportunities and Threats (SWOT Analysis) will provide valuable direction for the development of the Framework Plan. In order to achieve and maintain consensus throughout the planning process, we typically recommend the formation of a Planning Advisory Committee (PAC) that is represented by both public and private interests and represents a range of corridor stakeholders. The PAC's role is to provide guidance and direction to the planning team and to represent the myriad of special interests within and around the corridor study area.

4. Explain your firm's concepts with alternative project components that should be preliminary, i.e. illustrative, bubble diagrams, sketch plans, etc.

RESPONSE: Below are images from a downtown redevelopment project at various stages of plan refinement. This representative project illustrates how our planning team develops preliminary concepts into a formal Framework Plan. The images are representative of how conceptual "bubble diagrams" are developed into a formalized Framework Plan and ultimately on to an adopted land use plan. While our proposed Scope of Services concludes with the approval of a Framework Plan and thus does not involve the development of a final land use plan, we thought this would be helpful in understanding the level of detail that is proposed for the project.



- 5. Clarify if the implementation plan submitted in your firm's proposal is focused and identify the items that remain to be fine-tuned based on the framework plan.**

RESPONSE: The proposed approach identifies 4 areas of focus: Urban Design, Economic Development, Public Safety and Community Support. In order to accurately analyze each of the four areas of focus, we have assigned each category to a specific team member with a unique specialization for that particular issue. This will allow each team member to scrutinize their area of focus and prepare a summary memorandum which draws upon their deep expertise. This will provide a very focused review of each category and will also identify areas that warrant further study in future planning phases.

- 6. Clarify if the framework plan options provide sufficient guidance to inform future in depth plans and studies.**

RESPONSE: The proposed Framework Plan is a broad-scale, diagrammatic plan and thus it will not contain a detailed level of planning and design for sub-areas, roadway/intersection improvements or additional linkages and connections. Therefore, the Framework Plan will inherently propose areas requiring future planning and design studies which will be summarized in the final plan.

- 7. Provide your firms public engagement approaches that includes innovation, effectiveness and efficiency that would be used to determine the initial "pulse" of the public, create excitement, awareness and explore insight.**

RESPONSE: Effective communication and an accessible, inclusive public engagement process are critical for developing adequate community support. In order to ensure that these priorities are achieved, CRL Associates will prepare a public engagement strategy memorandum that is developed around the Public Open House format and will recommend online strategies such as a project website to disseminate the latest project information, meetings and milestones. The combination of a physical open house format and a virtual project website strategy allows for ongoing discourse between the planning team and the stakeholders and user groups (via the open house) and a one-stop-shop for all project information (via the project website) as well as the potential for an online forum that allows participants to submit comments via the web portal (depending on the future website budget). Most importantly, these physical and virtual public engagement recommendations allow for more community members to weigh in on the plan at various stages of development without limiting their involvement to 2-3 open house meetings.

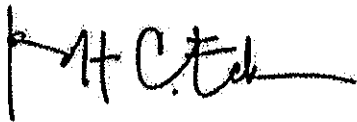
- 8. Clarify your firm's economic analysis for a general market profile of sufficient quality to focus additional studies in the future.**

RESPONSE: The results of the economic analysis, i.e., quantifying short-term and long-term market demand for various land uses, will give the planning team parameters for locating land uses within the Study Area. As stated, this will ensure that design concepts will be market-based and will create the framework for future analyses of specific land use product types and pricing/affordability.

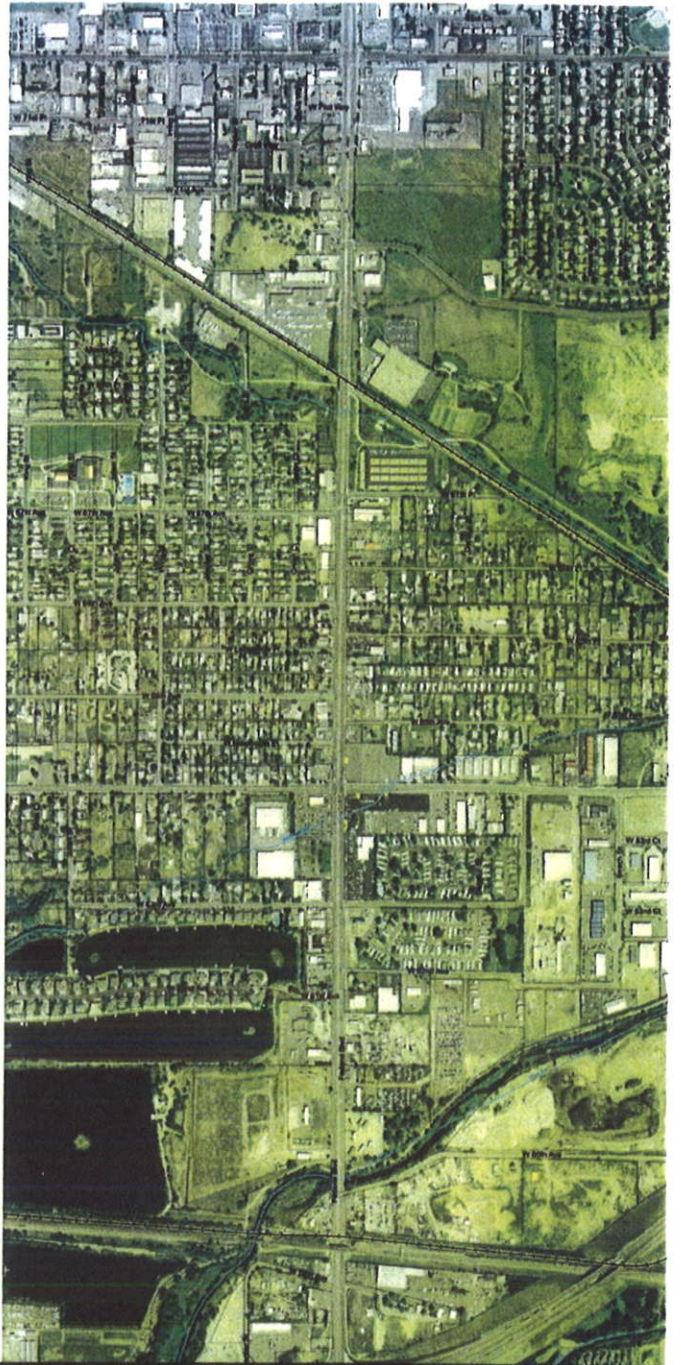
9. *Review your Firm's fee structure to ensure that the fees are representative of a framework plan and not a corridor plan.*

RESPONSE: Our team has reviewed the fee structure and we have concluded that they are representative of the proposed Framework Plan.

Sincerely,
Matrix Design Group,

A handwritten signature in black ink, appearing to read "R. C. Eck". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robert C. Eck, ASLA



September 24, 2013

Request for Proposal

**Urban Planning Consultant
Federal Boulevard Framework Plan**

RFP 2013.194

Adams County, Colorado

Matrix 
DESIGNGROUP.COM



PROJECT SCHEDULE

	DECEMBER	JANUARY	FEBRUARY	MARCH
1. KICK-OFF MEETING	●			
2. DATA COLLECTION	■			
3. PREPARATION OF TECH. MEMOS		■		
4. P.C. PRESENTATION			●	
5. B.O.C.C. PRESENTATION			●	
6. PREPARATION OF FRAMEWORK PLAN			■	
7. P.C. PRESENTATION				●
8. B.O.C.C. PRESENTATION				●

FEE SUMMARY

MATRIX DESIGN GROUP	\$ 7,500
<ul style="list-style-type: none"> • PROJECT MANAGEMENT • URBAN DESIGN • TRANSPORTATION PLANNING 	
RICKER CUNNINGHAM	\$ 7,000
<ul style="list-style-type: none"> • REAL ESTATE ECONOMICS • MARKET ANALYSIS 	
ALTA PLANNING + DESIGN	\$ 3,000
<ul style="list-style-type: none"> • BICYCLE & PEDESTRIAN SAFETY 	
CRL ASSOCIATES	\$ 2,500
<ul style="list-style-type: none"> • PUBLIC ENGAGEMENT STRATEGY 	
TOTAL PROFESSIONAL FEE	\$ 20,000
(INCLUDES EXPENSES)	

September 24, 2013



Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**RE: URBAN PLANNING CONSULTANT FOR FEDERAL BOULEVARD FRAMEWORK PLAN
RFP #2013.194**

Adams County Purchasing Division,

We are pleased to submit our qualifications to serve Adams County as the Urban Planning Consultant for the Federal Boulevard Framework Plan. We have assembled a specialized team of consultants with specific expertise in urban corridor design, real estate economics, multi-modal transportation planning and public engagement strategies. The potential impact of the project in terms of the economic redevelopment and community health of the area is significant and will require a detailed analysis of a wide range of community issues and stakeholder concerns. Prior to initiating an in-depth corridor study, an abbreviated, preliminary review of the corridor is warranted to evaluate additional future investments by the County. Our team has evaluated the Request for Proposal and prepared a Scope of Services that will evaluate the four key issues affecting the corridor: Urban Design, Economic Development, Public Safety and Community Support.



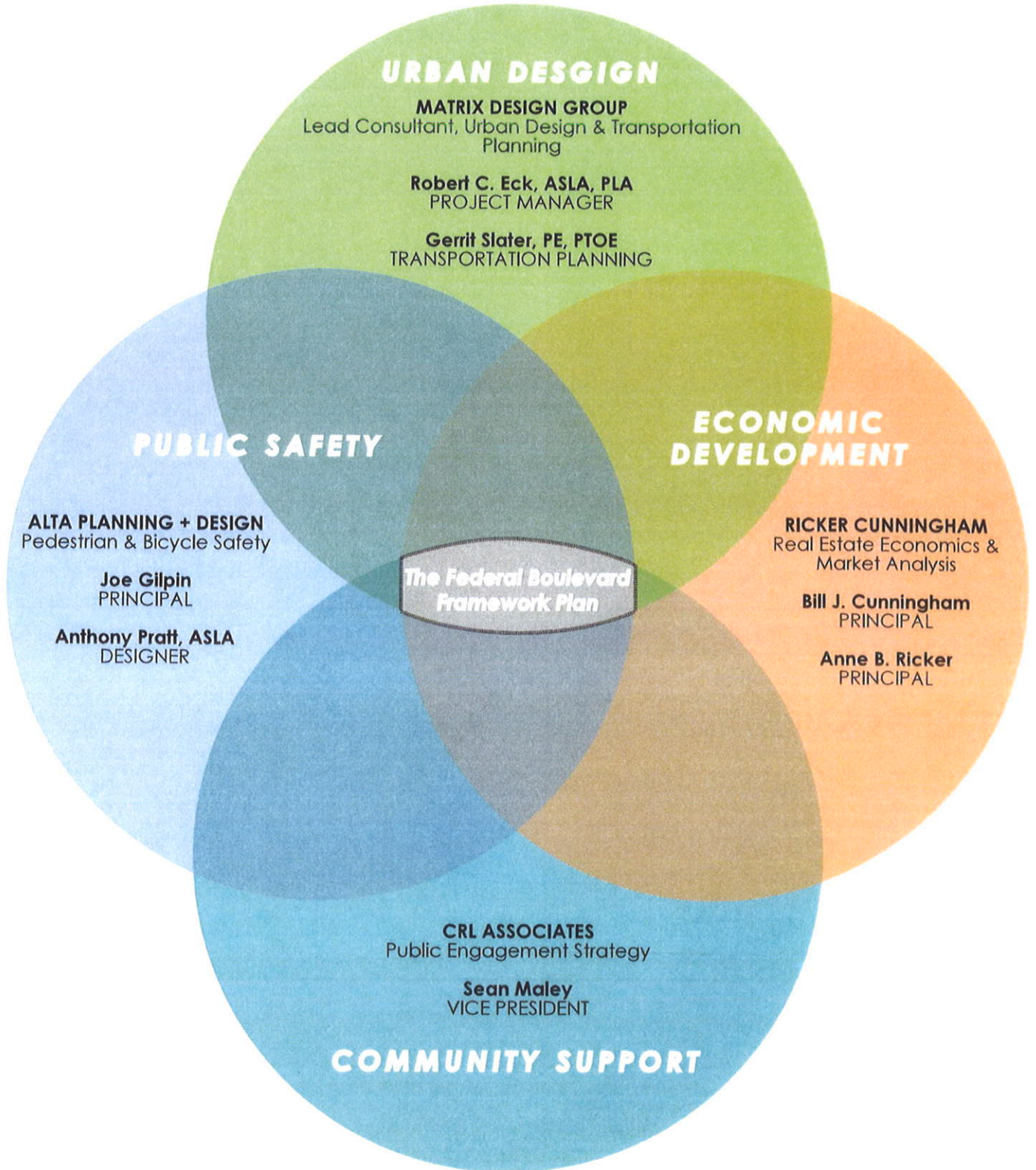
The proposed Scope of Services will identify the corridor's strengths, weaknesses, opportunities and threats (SWOT Analysis) and will recommend areas for further study. The evaluation will not make specific recommendations for improvements but rather provide a broad overview of the issues affecting the economic development, urban design, public safety and community support for the corridor. We believe our team of experts are uniquely qualified for the project and we look forward to presenting our credentials in an interview setting.

Sincerely,

Matrix Design Group

A handwritten signature in black ink, appearing to read "R. C. Eck", written over a horizontal line.

Robert C. Eck, ASLA, PLA
Senior Associate





Lead Consultant, Urban Design & Transportation Planning

Matrix Design Group, Inc. is an award-winning interdisciplinary consulting firm providing professional planning, design and engineering services for both the public and private sectors. We are recognized for our proactive and creative approach to planning and development based on our in-depth understanding of the critical real estate, financial and technical issues that are often the keys to a successful project.

In May of 2012, Matrix Design Group formalized a partnership with Design Studios West to provide seamless land development consulting services. With over 30 years practicing urban design and landscape architecture, Design Studios West provides extensive experience in land use planning and roadway corridor design.



Bicycle & Pedestrian Safety Evaluation

Alta Planning + Design is North America's leading multi-modal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, greenway, park, and trail corridors and systems. Our staff are proud to have designed and implemented over 8,000 miles of bikeways, walkways, and trails and contributed to healthy communities nationwide.

Alta is proud to be a founder of the NACTO (National Association of City Transportation Officials) Cities for Cycling initiative. As part of a team of officials from NACTO member cities, we developed the Urban Bikeway Design Guide. This interactive document provides state-of-the-practice solutions for on-street bicycle facilities, based on the best national and international practices, policies, and programs.



Ricker | Cunningham

Real Estate Economics & Market Analysis

Ricker Cunningham, Community Strategists, is comprised of urban economists, real estate market analysts, planning and development advisors, and project managers who specialize in analyzing market and economic factors that affect public and private sector development.

Our business objective is to bring a high level of reality and practical experience to our assignments. We accomplish this through extensive cross-training in market research, economic analysis and development. Over the past 25 years, the firm's principals and associates have completed more than 500 real estate and economic consulting assignments for public and private sector clients. This industry exposure has built a rich base from which to draw focused experience that is thoughtfully applied to each project.



Public Engagement Strategy

CRL has extensive experience developing strategic public engagement, outreach and communication approaches that produce results. Our expertise lies in leading community members and key stakeholders through education and engagement processes on major planning and development, transportation and civil engineering projects. CRL crafts and implements integrated strategies that connect with decision-makers and the public to shape public opinion and transform public policy.

CRL brings substantial experience in the areas of public outreach, stakeholder engagement and strategic communications, with notable recent examples being the outreach and consensus-building process for the 14th Street Streetscape Project and Denver Union Station redevelopment.

PROJECT TEAM

MATRIX DESIGN GROUP



Robert C. Eck, ASLA, PLA
Project Manager

Bob has over 30 years of professional experience in master planning and design for public and private sector projects. Bob has extensive experience in Colorado as well as land planning experience throughout

the United States. Bob has managed and participated in multi-disciplinary teams developing and executing projects in urban, suburban, and rural settings.

His project experience includes site and development feasibility analysis, master land use and site planning, recreation master planning, residential community design, and urban and landscape design, with an emphasis in integrating natural systems into planning and design. Bob's interest in water resources, and specifically in urban waterfronts, has been developed as a specialized focus of expertise in his practice. He maintains active involvement at the Graduate College of Architecture and Planning at the University of Colorado, Denver as a class lecturer and design critic.



Gerrit Slatter, PE, PTOE
Director of Transportation

Gerrit is a Transportation Project Manager with 16 years of well-rounded experience on both large and small infrastructure design projects for county and state DOT's, and municipal clients. He is skilled in

performing in transportation, traffic engineering, and roadway drainage design functions and is very familiar with all aspects of geometric layout, intersection design, signalization, traffic control, safety considerations, and signing/pavement marking. He is also knowledgeable with regard to the latest AASHTO, MUTCD, HCM, and CDOT design standards.

His experience involves transportation planning, traffic studies, design of major rural and urban highways and streets, interchanges, street widening, street intersections, utility and access permitting, bike paths and recreational trails, traffic signal design and reconstruction, drainage, utilities, site development, signing and striping, construction cost estimation and value engineering.

RICKER CUNNINGHAM



Bill J. Cunningham
Principal

With extensive experience in real estate market analysis, urban redevelopment and development economics for public and private sector clients, Bill understands the fiscal and economic realities that support successful projects and sound investment. As a member and speaker for the Urban Land Institute, International

Downtown Association and American Planning Association, Bill focuses on assisting communities and the investors within them, with preparation of financing strategies for development and redevelopment. Bill teamed with Anne in 1993 to open the Denver office of Leland Consulting Group, which became Ricker|Cunningham in 2010. As an Owner and Managing Principal, Bill is in charge of public and private financing strategies for fiscally-responsible community plans and projects.



Anne B. Ricker
Principal

With extensive experience in real estate market analysis, urban redevelopment and vision building for public and private sector clients, Anne has a keen sense of both the facts and the possibilities that make for successful projects and sound investment. As a member and speaker for the Urban Land Institute, International

Downtown Association and American Planning Association, Anne focuses on assisting communities and the investors within them, with preparation of strategies for development and redevelopment and identification of partner roles and resources. From 1993 until 2010, Anne and Bill worked together to expand the geographical scope of Leland Consulting Group, which became Ricker|Cunningham in 2010. As an Owner and Managing Principal for the firm, she assists clients with understanding opportunities for and barriers to investment while defining tools and tactics to achieve success.

PROJECT TEAM

ALTA PLANNING + DESIGN



Joe Gilpin
Principal

Joe Gilpin is one of Alta's experts in bicycle facility design and has worked both as a project designer on numerous projects and as a planner analyzing network connectivity and corridor planning. He works with Alta designers and planners to provide quality control for on-street bicycle facility implementation and planning projects. He manages projects in the Rocky Mountain States including Utah, Colorado, Montana, Idaho, and Alaska. Joe provides technical and analytical research and writing, fieldwork and site analysis, mapping, data analysis, facility design, and creative services.

Joe worked as project manager to develop the second module for the Urban Bikeway Design Guide for NACTO. The guide was a ground-breaking effort to create a new toolbox of America's best bicycle infrastructure solutions, and serves as an urban version of the federal and state processes by creating solutions developed by cities, for cities. The website version of the guide allows a close look at experience gained to date, with regular content updates created collaboratively with NACTO bicycle program professionals. As part of the NACTO guide, Joe helped develop design guidelines for cycle track facilities based on numerous existing installations. These guidelines are the first resource on cycle track design in the United States for urban practitioners.



Anthony Pratt, ASLA, PLA
Designer

Anthony Pratt has over five years of experience in bicycle, pedestrian, and park design. His expertise includes trail plans and profiles, striping plans for on-road bicycle facilities, and park master planning and design. Anthony has secured over \$500,000 in federal grants, and assisted in the acquisition of over \$25 million in federal grants. Anthony is a League of American Bicyclists Certified Instructor, and enjoys participating in various local and national bicycle organizations.

Anthony was the lead designer of Colorado Springs On-Street Bicycle Facilities in 2012 where he designed traditional and buffered bicycle lanes and separated two-way bicycle facilities. He was the lead designer for several mid-block crossing improvements on active school walk routes throughout Colorado Springs. Crossing improvements included ADA compliant blue-out ramps, Pedestrian Hybrid Beacons, grading improvements, and MUTCD compliant signs and markings. Anthony assisted in the creation of the Billings Bikeway and Trail Master plan. As part of a team, he coordinated public facilitation, created the trail master plan, and served as the local contact for the project. The plan was an update to a highly controversial Heritage Trail Master Plan. Because of the challenges of the original documents, robust public facilitation was essential for the project. Anthony organized two town hall meetings and monthly steering committee meetings.

CRL ASSOCIATES



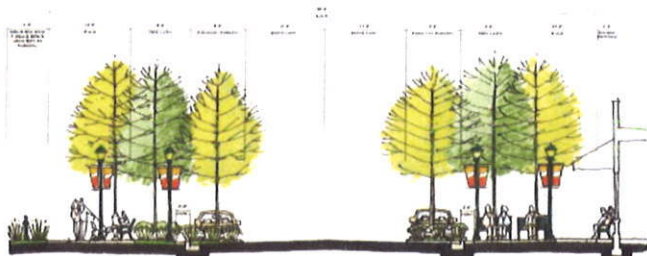
Sean Maley
Vice President

Sean provides public affairs, research and strategic communications services to a wide-range of public and private clients, including municipalities, trade associations, landowners, developers, sports franchises, hotels and restaurants, telecommunication companies, general contractors and energy companies. He strategically guides complicated and, at times, controversial policy issues to desired outcome through building coalitions, utilizing key relationships and educating and obtaining political and community support. Sean excels in strategic oral and written communication; client representation in front of elected officials and the public; issue advocacy and organization; multi-tasking; succeeding in high-pressure situations; work-ethic and ability to rapidly grasp new information.

RELEVANT EXPERIENCE

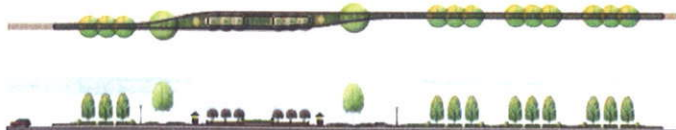
MATRIX DESIGN GROUP

Lake Avenue Master Plan & Phase I Improvements Pueblo, Colorado



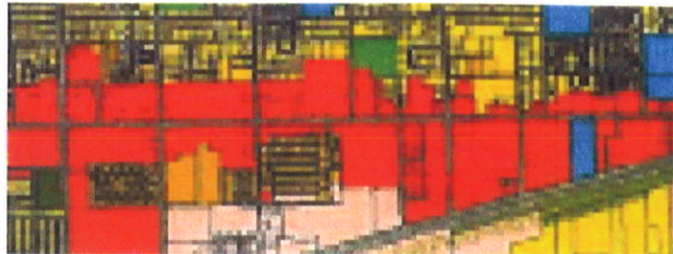
Matrix Design Group was selected by the Urban Renewal Authority of Pueblo to develop an urban design Master Plan for the one mile Lake Avenue Corridor. The six month master planning process garnered citizen input to define project goals and objectives, a vision statement, preliminary master plan alternatives and review the final master plan. The master plan proposes a pedestrian-friendly street corridor linkage, with the St. Mary Corwin Medical Center campus anchoring the north end of the corridor and a proposed 34-acre commercial/retail redevelopment anchoring the south. The street section is reduced to two lanes with on-street parking, medians to provide left turn access control, traffic calming roundabouts and expanded tree lawns and pedestrian improvements. Localized flooding was addressed through proposed rain-gardens as surface drainage connections to the Lake Minnequa Regional Park four blocks to the west.

Colorado Boulevard Enhancement Plan Glendale, Colorado



The Colorado Department of Transportation (CDOT) prepared an extensive roadway and median improvements project for the length of Colorado Boulevard from I-25 to I-70. The City of Glendale desired to coordinate with CDOT for that portion of the roadway that passed through the City. This area extended approximately from Florida Street to Leetsdale Boulevard. The City retained Matrix Design Group to prepare detailed streetscape and median planning alternatives that would be appropriate to CDOT. Design Studios West worked closely with both the City and CDOT to select an appropriate streetscape design that reflected the urban character of Glendale while complying with CDOT roadway standards and regulations. The final design illustrates extensive median planter areas, signage, lighting and intersection improvements.

North Avenue Corridor Master Plan Grand Junction, Colorado



North Avenue is a major east-west commercial thoroughfare, and has experienced significant decline over the last years. The plan included an overall strategy to revitalize the corridor in order to promote the future development of retail, commercial, office and residential opportunities to sustain and increase the vitality of this corridor. The final report provided an overlying plan for the area with specific key projects and strategies for the implementation of present improvement and future investment opportunities that will revitalize this corridor. Matrix conducted a comprehensive inventory of existing conditions. The existing street system was then analyzed to identify existing problems and what level of improvements will be needed to accommodate future travel demands. The recommendations focused on converting North Avenue to a "complete street" that balances the needs of vehicles, pedestrians, bicyclists and transit. Access consolidation was a key component designed to promote more efficient traffic flow and to improve safety.

Austin Bluffs Parkway Corridor Colorado Springs, Colorado

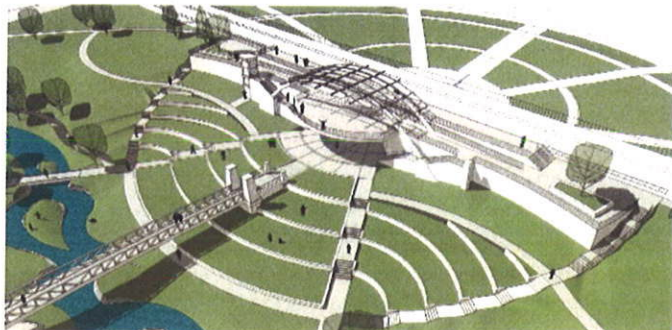


Matrix Design Group is providing transportation project management and design services for the \$28 Million Austin Bluffs Parkway Corridor. The project will incorporate bicycle lane, pedestrian, access, signalization, utility and stormwater improvements into the overall corridor consistent with the "Complete Street" objectives set forth by the City. The project entails a comprehensive public informational effort that involves a wide diversity of public affected interests. The Matrix team has developed a stakeholder- support solution for the Austin Bluffs Corridor that strives to improve mobility, safety and system connectivity while enhancing neighborhoods and businesses along the corridor.

RELEVANT EXPERIENCE

MATRIX DESIGN GROUP

Westminster Commuter Rail Station Westminster, Colorado



As an extension of the adjacent Little Dry Creek Park Master Plan project for the City of Westminster, Matrix was retained by the City to prepare the Schematic Design and 30% Construction Documents for the Westminster Commuter Rail Station. Located along the Northwest line of the RTD Fastracks project, the station will serve as the southern portal into the City and is located between a creekfront park and a future transit-oriented development. The station is covered by a glass and steel observation canopy which is representative of its significance as a gateway to the City and includes an 80' long and 28' wide pedestrian underpass which connects the TOD north of the BNSF tracks to the station and park south of the tracks.

RTD Transit Facility TOD Concepts Metro Denver, Colorado



Working as planning and urban design subconsultants to Szymanski/Ray real estate consultants, Design Studios West, Inc. (DSW) assisted the Regional Transit District (RTD) with the development of Transit Oriented Development (TOD) redevelopment concepts for five existing RTD transit facilities. Work included site planning scenarios for the phased parking expansion and introduction of commercial retail uses at park-n-Ride facilities, light rail station integration with adjacent mixed-use development and planning associated with RTD's property in the proposed Broomfield Urban Transit Village. Additional transit facilities addressed include the Mineral Avenue Light Rail Station, Lakewood Maintenance Center, Lafayette park-n-Ride and the Aurora Smoky Hill cut-off park-n-Ride.

Quebec Street Corridor Commerce City, Colorado



Matrix provided transportation consulting services for the widening of four miles of Quebec Street. This corridor improvement included more than \$50 million infrastructure investment and is considered the biggest public works project in the city's history. The project converted a two-lane roadway to a new, six-lane urban arterial, opening access to the east side of historic Commerce City, relieving congestion, and creating new opportunity for economic development. Access to the new Colorado Rapids MSL soccer stadium and Civic Center was also part of the project scope. Other critical project elements include the construction of 1.5 miles of neighborhood frontage roads, realignment of Quebec Street at SH-2, and new water, sewer, and storm drain improvements within the corridor. Extensive public involvement was part of the corridor planning process, resulting in a fall election and approval of the sale of over \$64 million in municipal bonds to finance the project and related improvements.

112th Avenue Corridor Northglenn Colorado



Matrix is providing engineering services for roadway and utility improvements on E. 112th Avenue. Traffic in the area has been increasing and future development is expected in addition to construction of the North Metro Fastracks line. Matrix is developing a design that will improve mobility and access to redevelopment areas along the corridor from Washington Street to York Street. Matrix's scope of work includes planning, survey, traffic analysis and studies, roadway alignment alternatives analysis, roadway improvement design including traffic signalization, landscaping, pedestrian walkways, railroad quiet zone and drainage structures.

RELEVANT EXPERIENCE

RICKER CUNNINGHAM

Blueprint Denver Corridor Plans and Implementation Strategies

City and County of Denver, Colorado



Principals of Ricker-Cunningham (formerly Leland Consulting Group Denver) assisted the City and County of Denver in preparing reinvestment strategies for the Brighton Boulevard, East Colfax and West Colfax Corridors. The plans were intended to serve as approved corridor plans providing recommendations for improvements and policy reform. The analyses included: quantifying market support for various land uses within the corridors; working with City staff and the stakeholders to articulate a vision; defining barriers to investment; identifying priority projects to encourage reinvestment; integrating recommendations with future transit improvements; and, preparing an implementation strategy.

North Nevada Avenue Corridor Reinvestment Strategy

Colorado Springs & UCCS



Principals of Ricker-Cunningham (formerly Leland Consulting Group Denver) assisted the City of Colorado Springs and the University of Colorado at Colorado Springs (UCCS) in preparing a corridor reinvestment strategy for the North Nevada Avenue Corridor. The strategy is designed to leverage UCCS' investment in a new research and development campus with additional private investment. Services included community and stakeholder interviews; analysis of Colorado Springs metropolitan area characteristics which would affect development and redevelopment potential; evaluation of the region's economic and demographic trends; identification of residential, office, retail, and industrial development/redevelopment opportunities; a survey of potential qualifying conditions for urban renewal; formulation of strategies designed to attract private sector investment to the North Nevada Corridor; evaluation of appropriate vehicles for implementation of the development strategies; and, a summary of potential public and private incentives and tools to implement these strategies.

West Spring Valley Road Corridor Revitalization Strategy

Cities of Richardson and Dallas, Texas



Principals of Ricker-Cunningham (formerly Leland Consulting Group Denver) assisted the Cities of Richardson and Dallas in preparing a revitalization and reinvestment strategy for the West Spring Valley Road Corridor, which comprises the boundary between the two communities. The strategy was intended to serve as a market-based program providing recommendations for improvements, policy reform and economic incentives. The analyses included: quantifying market support for various land uses within the corridor and surrounding trade area; working with City staffs and neighborhood stakeholders to articulate a vision; defining barriers to investment; identifying priority public and private projects to encourage reinvestment; and, preparing an implementation strategy to further the planning effort vision.

Mason Street Corridor Land Use and Transportation Master Plan

City of Fort Collins, Colorado



Principals of Ricker-Cunningham (formerly Leland Consulting Group Denver) worked with the City of Fort Collins to prepare an analysis of future land use and financing impacts within the Mason Street multi-modal corridor from Downtown Fort Collins to Harmony Road over the near and long-term. Ricker-Cunningham's specific responsibilities for this study included: forecasting future long-term population and employment growth in the region; estimating future development patterns by major land use category; interfacing with property owners, developers, and other stakeholders; identifying future financing revenues generated by the Corridor; and analyzing potential funding mechanisms for implementing improvements.

RELEVANT EXPERIENCE

RICKER CUNNINGHAM

Joint Retail and Commercial Corridors Strategy

Cities of Carrollton, Plano and Richardson, Texas



Principals of Ricker Cunningham assisted the Cities of Carrollton, Plano and Richardson, Texas in formulating revitalization strategies for vacant and underutilized commercial centers within their communities. We provided the following services to the consultant team for this effort: evaluation of national and regional retail trends playing out within the three communities; identification of market opportunities for development/ redevelopment; analysis of reinvestment area characteristics (opportunities and barriers) which would affect development and redevelopment potential; formulation of strategies designed to attract private sector reinvestment to these underutilized commercial areas; and, evaluation of appropriate tools and vehicles for implementation of the development strategies.

Hampton Road Corridor Revitalization Strategy

DeSoto, Texas



Principals of Ricker Cunningham (formerly Leland Consulting Group Denver) assisted the City of DeSoto in preparing a revitalization and reinvestment strategy for the Hampton Road Corridor. The strategy was intended to serve as a market-based program providing recommendations for improvements, policy reform and economic incentives. The analyses included: quantifying market support for various land uses within the corridor; working with City staff and the stakeholders to articulate a vision; defining barriers to investment; identifying priority projects to encourage reinvestment; and, preparing an implementation strategy. As a result of the Strategy effort, the City initiated its first catalyst project, the DeSoto Town Center, a \$27 million mixed-use development adjacent to DeSoto City Hall.

South Grapevine Highway Corridor Study

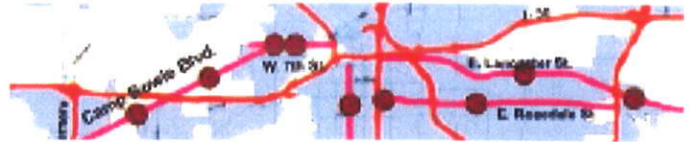
Cities of Richland Hills and North Richland Hills, Texas



Principals of Ricker-Cunningham (formerly Leland Consulting Group Denver) assisted the Cities of Richland Hills and North Richland Hills in preparing a revitalization and reinvestment strategy for the South Grapevine Highway Corridor, which comprises the boundary between the two communities. The strategy was intended to serve as a market-based program providing recommendations for improvements, policy reform and economic incentives. The analyses included: quantifying market support for various land uses within the corridor; working with City staffs and area stakeholders to articulate a vision; defining barriers to investment; identifying priority projects to encourage reinvestment; and, preparing an implementation strategy.

Central City Revitalization Strategy

Fort Worth, Texas



Anne Ricker and Bill Cunningham, former Principals of Leland Consulting Group Denver assisted in evaluating existing conditions along five urban commercial corridors from both an investment and urban design perspective. In an effort to accomplish stakeholder and community objectives, Anne and Bill provided the following services: community and stakeholder workshops; analysis of investment area characteristics which will affect development and redevelopment potential; evaluation of the region's economic and demographic trends; identification of residential, office, retail, entertainment, and civic development opportunities; formulation of strategies designed to attract private sector investment to the downtown area; evaluation of appropriate vehicles for implementation of the development strategies; and, a summary of potential public and private resources to further these efforts. Most recently, Anne and Bill helped the City formulate a new economic development incentive policy to encourage private investment and reinvestment in the Central City.

RELEVANT EXPERIENCE

ALTA PLANNING + DESIGN

Midtown Urban Design Plan at Bus Rapid Transit Stations

Fort Collins, Colorado

Alta is working with the City of Fort Collins to prepare the Midtown Urban Design Plan (Plan) for the areas adjacent to the future Mason Corridor Bus Rapid Transit (BRT) service. The plan builds upon previous plans and policies and will provide detailed graphics, design guidelines, and any associated land use recommendations to improve and unify urban design for the corridor. Alta is providing planning and design solutions to enhance the overall bicycle network. Intersection improvements, cycle tracks and other bicycle facilities are being evaluated to improve bicycle safety, connectivity and access throughout the corridor. Maintaining acceptable operations for all vehicles is also a priority for the City on this project. Alta's concept drawing will help illustrate resolution of conflicts.



Lincoln Avenue Corridor Strategic Plan

Fort Collins, Colorado

Alta assisted in the creation of a strategic plan that creates a Great Street along Lincoln Avenue for the City of Fort Collins. The design team and the City are exploring alternatives that include innovative bicycle and pedestrian facilities, public transportation access and circulation, bioswales, and overall streetscape character enhancements. The goal is to enhance a changing mixed-use corridor that celebrates the historic character, and provide safe facilities for all modes of transportation. Alta's role is to assist with public workshops, provide innovative bicycle and pedestrian recommendations for each alternative. The approach to the project has been a complete streets methodology that plans for redevelopment of the entire R.O.W. and includes a proposed off-street cycle track, two-way shared use path and bioswales.

NACTO "Cities for Cycling" Urban Bikeway Design Guide

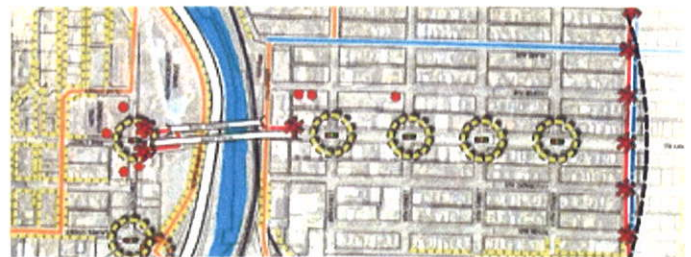
National Association of City Transportation Officials



Alta worked with a team of officials from National Association of City Transportation Officials (NACTO) member cities and a team of national and international bikeway design experts to develop the country's first Urban Bikeway Design Guide. This interactive document provides state-of-the-practice solutions for 21 on-street bikeway treatments based on national and international practices, policies, and programs. It offers solutions developed by cities, for cities, filling a much needed niche: a dynamic web-based platform for information sharing and guidance. The website, allows a close look at experience gained to date, and will be regularly updated as new information and experience informs practice.

Highway 82 & Grand Avenue Bike and Pedestrian Bridge Evaluation

Glenwood Springs, Colorado



The City of Glenwood Springs is currently undergoing an environmental assessment process and developing alternatives for realignment and enhancement of the Grand Avenue vehicular and pedestrian bridges. We've been hired late in the planning process by the City to analyze current CDOT Designs, network connectivity to the designs and provide recommendations that will help the City provide safe and better bicycle and pedestrian connectivity throughout the City. We've just completed the existing conditions analysis and will be developing a review of the national best practices and final recommendations.

RELEVANT EXPERIENCE

CRL ASSOCIATES

14th Street Initiative

Denver, Colorado



CRL was selected through a competitive process to provide consensus building and district formation services to the City and County of Denver for the 14th Street Initiative. The Initiative required the creation of a general improvement district along 14th Street from Market to Colfax to ensure private dollars to supplement Better Denver Bond funds. Given the economic climate at the time, property owners along the corridor were a divided group, many seeking to oppose the formation of a district. An intensive four-month public involvement strategy was created and implemented whereby CRL identified stakeholders, set agendas, and interfaced with Public Works, the Mayor's Office and City Council to ensure stakeholders were informed, involved and ultimately supportive, as the process culminated with majority property owner support and the district was created.

Union Station

Denver, Colorado



CRL represented the ownership group of the City & County of Denver, RTD, Colorado Department of Transportation (CDOT) and the Denver Regional Council of Governments (DRCOG), working on the master plan for transforming the historic train station into a regional hub for light rail, commuter rail, bus and shuttle through an environmental impact statement (EIS). CRL has positioned the project for success from the beginning with the ownership group, stakeholders, the public and the media. CRL directed the successful effort to rezone the site to make the project possible. CRL also managed the effort to form an advisory committee from 31 separate stakeholder groups and continues to oversee the group's meetings and agendas.

The proposed approach has been divided into two phases which are developed around the key issues of urban design, economic redevelopment, public health and community support.

Phase One | **Inventory and Analysis**

Phase Two | **Framework Plan**

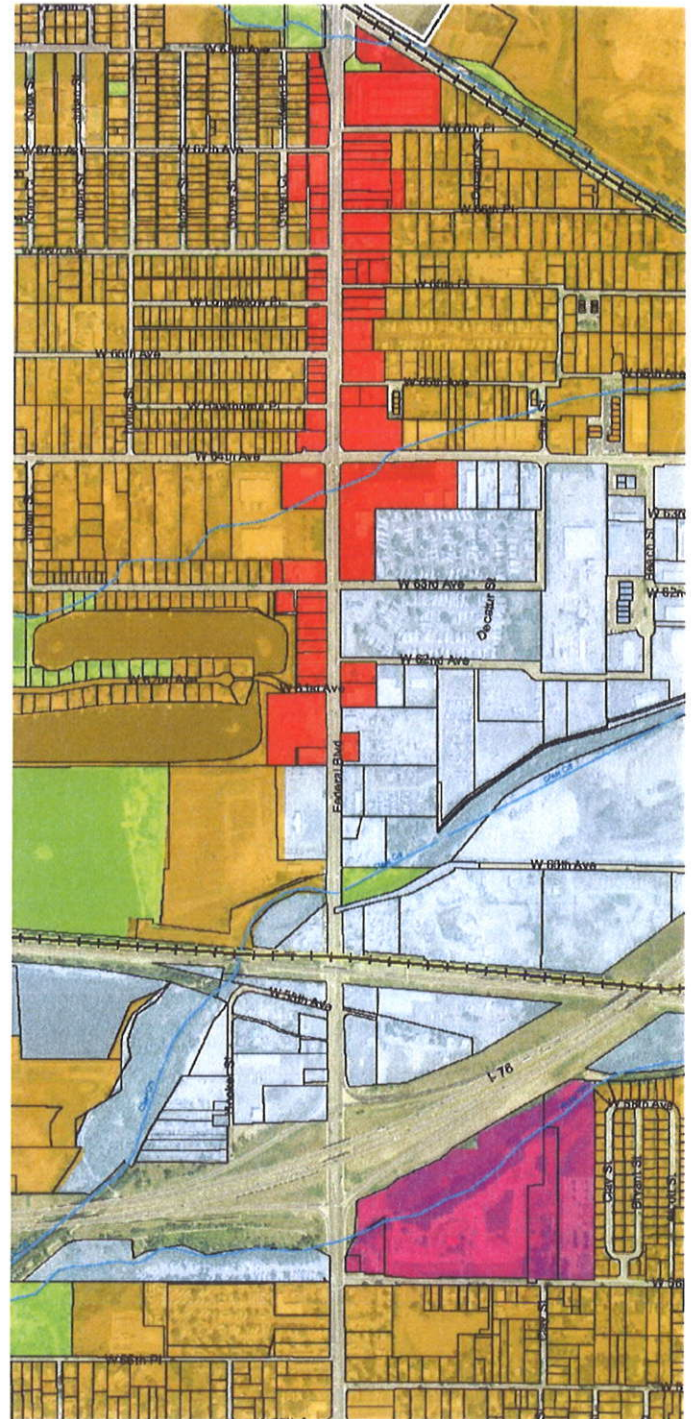
Phase One | INVENTORY AND ANALYSIS

The project will begin with a kick-off meeting between the design team and Adams County representatives to introduce team members, identify stakeholders and determine the project schedule and milestones. Following the kick-off meeting, the design team will begin collecting data via County GIS; existing reports and traffic counts; community demographics; stakeholder interviews; and on-site field collection.

These "layers" of information will be overlaid to evaluate the corridor's strengths, weaknesses, opportunities and constraints. Each team member will assist in the preparation of four (4) Technical Memorandums that focus on the following project issues:

1. URBAN DESIGN

- Evaluate existing corridor conditions including land use, zoning, roadway infrastructure and visual quality.
- Establish annual traffic growth rates based on data from the DRCOG regional travel demand model and the Colorado Department of Transportation (given Federal Boulevard is also US-287). These rates will then be applied to existing volumes to obtain planning horizon background traffic projections.
- Estimate the future daily traffic volumes for Federal Boulevard. The new trips will be assigned to both the internal and adjacent roadway network. The basis for this assignment will be the expected trip distribution patterns.



These patterns will be estimated using both data from the regional travel demand model and the proposed concept access for the project.

- Analyze the corridor on a macro level to identify traffic control, intersection geometry, and queue length requirements. Where traffic signals/controls are required, Matrix will conduct a signal progression analysis.

- Collect existing crash data and evaluate accident potential in the vicinity of the corridor from the County and CDOT to identify safety concerns.

2. ECONOMIC DEVELOPMENT

- Analyze socioeconomic and market data, i.e., population, household and employment growth, consumer expenditure patterns, building permit activity, local and development patterns.

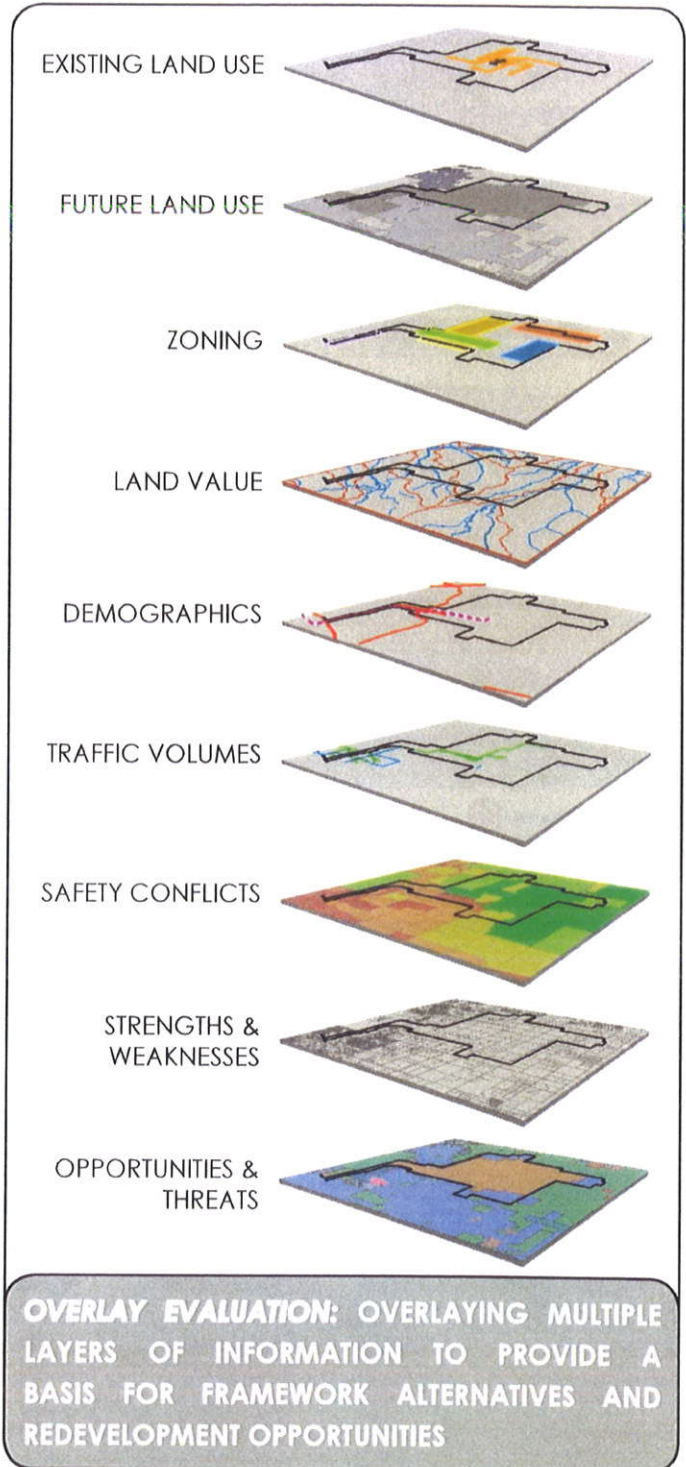
3. PUBLIC SAFETY

- Conduct an on-site walking and bicycling audit of the entire corridor to better understand the current conditions for pedestrians and bicyclists.
- Identify deficiencies and acceptable infrastructure along the corridor.
- Preparation of a report summarizing the pedestrian and bicycle safety audit

4. COMMUNITY SUPPORT

- Developing a fact sheet with key information and messages about the Framework Plan and planning process.
- Participate in one round of briefings/ meetings with key officials and staff with all of the identified stakeholders:
 - City of Westminster
 - City of Federal Heights
 - City and County of Denver
 - Regional Transit District
 - Colorado Department of Transportation
 - Tri-County Health
 - Local businesses/groups
 - Nearby schools
 - Citizen/Neighborhood Groups
 - Non-profits

The combined Technical Memorandums for each of the four focus areas will be presented to the County at an Inventory and Analysis Summary Presentation to the Adams County Planning



Commission and Board of County Commissioners (BOCC). Feedback from the Planning Commission and BOCC will be incorporated into the following Framework Plan phase.

PHASE ONE DELIVERABLES:

- (1) Kick-Off Meeting
- (4) Technical Memorandums
- (2) Inventory and Analysis Summary Presentations

3. PUBLIC SAFETY

- Develop Bicycle and Pedestrian Conflict Zones to identify areas for improvement within the corridor

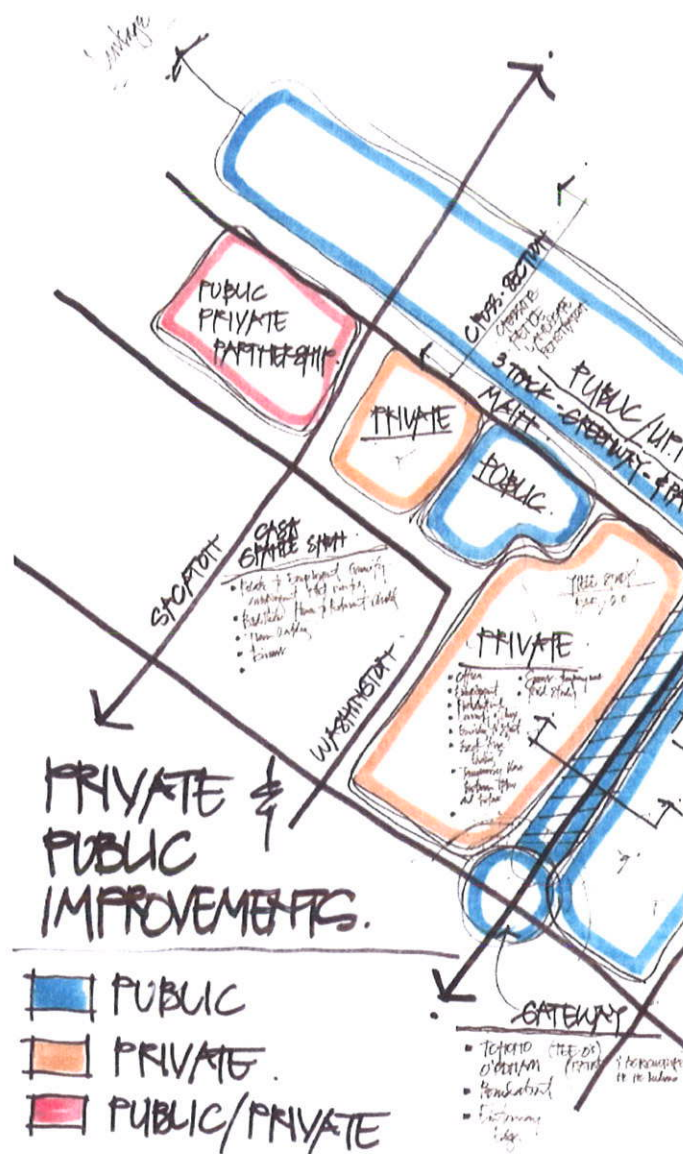
4. PUBLIC ENGAGEMENT

- Based on the information obtained in initial round of briefings with the recommended stakeholders (i.e. other groups and individuals to inform/gather input from), develop a refined stakeholder outreach plan which utilizes the Public Open House format.

The Framework Plan will be presented to the County at a Summary Presentation to the Adams County Planning Commission and Board of County Commissioners (BOCC). The final presentation to the Planning Commission and BOCC will conclude our Scope of Services.

PHASE TWO DELIVERABLES:

- (1) Framework Plan
- (2) Framework Plan Summary Presentations



FRAMEWORK PLANS PROVIDE A DIAGRAMMATIC REPRESENTATION OF A WIDE RANGE OF LAND PLANNING ISSUES SUCH AS LAND USE, TRANSPORTATION AND INFRASTRUCTURE.



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: RFP 2013.194
SOLICITATION DATE: Thursday, August 22, 2013
DESCRIPTION: Urban Planning Consultant
ADDENDUM NUMBER: ONE (1)
ADDENDUM DATE: September 10, 2013

The hour and date specified for receipt of RFP 2013.194 [] is [**X**] is not extended to the following new hour and date:

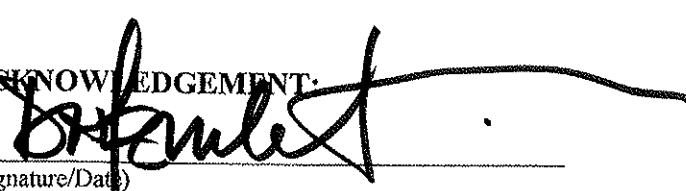
The above-numbered solicitation is amended as set forth below. Offerors must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the proposal submitted. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF PROPOSAL PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR PROPOSAL. If by virtue of this addendum you desire to change a proposal already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

- A. This Addendum is issued to provide answers to questions received for RFP 2013.194 on/or before Wednesday, August 28, 2013, following this page.
- B. This Addendum is issued to provide the Plan Holders List for RFP 2013.194, at the end of this document.
- C. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Division

ACKNOWLEDGEMENT:


(Signature/Date)

DONALD H. BRANDES, JR. VICE PRESIDENT
(Name and Title)

MATRIX DESIGN GROUP, LLC.
(Company Name)

1601 BLAKE STREET, SUITE 200, BETHURF, CO. 80202
(Address)

cc: RFP 2013.194

QUESTIONS AND ANSWERS
RFP 2013.194
Urban Planning Consultant

- Q1: The 2013 approved county budget has \$20,000 identified for this project. Are there additional funding sources for this project? Do those funding sources require any DBE participation?
- R1: Award will be made to the single responsive, responsible Offeror who submits the most technically acceptable proposal. Additional funding will be dependent on the chosen proposal.**
- R2: The County does not have DBE goals established at this time. We do encourage Offerors to outreach to MBE's, WBE's, DBE's and SBE's.**
- Q2: Who will be on the selection panel for this project? Will the stakeholders identified in the RFP have a role in the selection?
- R2: At this time, the County does not disclose who will be on their evaluation panel. The panel will be responsible for making the award recommendation for approval by the Board of County Commissioners. The County will decide who is on the panel; however, many of the stakeholders have reviewed the RFP.**
- Q3: Will TCH conduct all of the HIA work during the project? Will the team or TCH evaluate the design alternatives for their health impact mitigation (see section 10.2 of the RFP).
- R3: Yes; the firm selected will be closely coordinating and consulting with TCH.**
- Q4: What level (or percentage) of design are you looking for in the concept plans?
- R4: Please include the level of design in your proposal.**
- Q5: What is the project budget?
- R5: Reference pages 12 and 14 – “Fee Schedule” of the solicitation. Award will be made to the single responsive, responsible Offeror who submits the most technically acceptable proposal.**
- Q6: Is there a DBE/SBE requirement for the project.”
- R6: Reference Question 1; R2 above.**
- Q7: It appears that the HIA is being completed under a separate contract/consultant, but wanted to be 100% sure this was the approach. Or, are you looking for the HIA as part of this team/process? Please clarify.
- R7: Close coordination with TCH to incorporate it into the Framework Plan and meet County's expectations with respect to integrating the information learned and obtained from the HIA.**

- Q8: Is there any sort of State or Federal funding towards this project? If so what is the source of the funding?
- R8: No.
- Q9: I didn't recall seeing a date for release of answers to questions. When is the County planning on releasing the responses.
- R9: **The County Purchasing Division will be issuing an Addendum shortly after the close of all questions and all answers are received for the questions submitted.**
- Q10: Is the preparation of the Health Impact Assessment (HIA) included in the scope of work and thus it would be completed by the selected consultant? If so, what are the tasks involved? If not, can you describe the coordination of the HIA with the planning process?
- R10: **The HIA is not in the scope of work; however, the County will expect close coordination with TCH in making sure its findings are considered when developing and creating the Framework Plan.**
- Q11: The 2013 approved county budget has \$20,000 identified for this project. Do the additional funding sources for this project require any DBE participation?
- R11: No.
- Q12: Will TCH conduct all of the HIA work during the project? Will the team or TCH evaluate the design alternatives for their health impact mitigation (see section 10.2 of the RFP)?
- R12: **Yes and yes; the County will expect close coordination with TCH in making sure its findings are considered when developing and creating the Framework Plan.**

End of Questions and Answers

PLAN HOLDERS

Company Name	City	State
Matrix Design Group	Phoenix	AZ
Infinity Contractors, Inc.	Phoenix	AZ
Hopscotch Marketing, LLC	Phoenix	AZ
Logan Simpson Design Inc.	Tempe	AZ
ELS Architecture and Urban Design	Berkeley	CA
Torti Gallas and Partners, Inc.	Los Angeles	CA
Community Design + Architecture	Oakland	CA
THEM	San Diego	CA
Nelson\Nygaard Consulting Associates Inc.	San Francisco	CA
Bionic	San Francisco	CA
Alpine Bike Parks, LLC.	San Mateo	CA
Britina Design Group, Inc.	Arvada	CO
SA	ARVADA	CO
Bighorn Landscape Materials, LLC.	Aurora	CO
Drexel, Barrell & Co.	Boulder	CO
Flatirons Surveying , Inc.	Boulder	CO
JVA, Inc.	Boulder	CO
Winston Associates	Boulder	CO
Fox Tuttle Transportation Group, LLC	Boulder	CO
Danica Powell	Boulder	CO
Orion Planning Group	Boulder	CO
NV5/Nolte Associates, Inc.	Centennial	CO
Geocal, Inc.	Centennial	CO
Stanley Consultants	Centennial	CO
HB&A, LLC	Colorado Springs	CO
Delta Solutions & Strategies, LLC	Colorado Springs	CO
URS	Denver	CO
BBC Research & Consulting, Inc.	Denver	CO
Matrix Design Group, Inc.	Denver	CO
Bennett Wagner & Grody Architects	Denver	CO
Anderson Mason Dale Architects	Denver	CO
AECOM	Denver	CO
Farnsworth Group, Inc.	Denver	CO
Design Workshop	Denver	CO
Norris Design	Denver	CO
Otak, Inc.	Denver	CO
Hutton Architecture Studio	Denver	CO
Economic & Planning Systems, Inc.	Denver	CO
Studio INSITE, LLC	Denver	CO
Van Meter Williams Pollack, LLP	Denver	CO

PLAN HOLDERS continued

Clarion Associates	Denver	CO
Ambient Energy, Inc.	Denver	CO
StudioCPG	Denver	CO
ENTELECHY LLC	Denver	CO
Devlynn Reedlee	Denver	CO
Phelps Engineering Services	Denver	CO
Steer Davies Gleave	Denver	CO
Stream Design LLC	denver	CO
Leese & Associates LLC	Denver	CO
2 Oaks Partners LLC	Denver	CO
LLG International	Denver	CO
Ittelson Planning & Implementation	Denver	CO
Cassidy Turley Colorado	Denver	CO
LFI	Glenwood Springs	CO
Olsson Associates	Golden	CO
TEC Inc	Golden	CO
InFilms & Design, Inc.	Grand Junction	CO
MARTIN/MARTIN, Inc.	Lakewood	CO
The Abo Group, Inc	Lakewood	CO
EJ Architecture	Lakewood	CO
Natural Design Solutions, Inc.	Longmont	CO
Jon Van Benthem - Architect, LLC	Longmont	CO
Diversified Consulting Solutions, Inc.	Westminster	CO
RG and Associates, LLC	Wheat Ridge	CO
Vitaver & Associates, Inc.	Fort Lauderdale	FL
Science Applications International Corp. (SAIC)	Maitland	FL
Construction Products Marketing Group	Shakopee	MN
HOK	St. Louis	MO
Robert Peccia & Associates	Helena	MT
Samiti Technologies Inc.	Iselin	NJ
Mathematica Policy Research	Princeton	NJ
Bohannon Huston, Inc.	Albuquerque	NM
Ask IT Consulting Inc.	Holtsville	NY
Alta Planning + Design	Portland	OR
Crandall Arambula	Portland	OR
Loci, Inc.	Portland	OR
Youth Advocate Programs, Inc.	Harrisburg	PA
Environmental Planning Group, LLC	Salt Lake City	UT

EXHIBIT A
(All Documents following this page of the Agreement)

Exhibit:

1. Adams County RFP 2013.194 Specifications and Statement of Services Solicitation

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**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2013.194**

URBAN PLANNING CONSULTANT

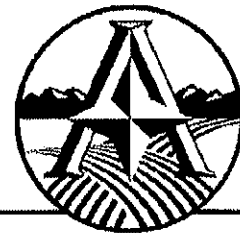
**All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

RFP Issuance Date: August 22, 2013

**Written questions regarding this RFP will be accepted through
August 28, 2013
by 2:00 p.m.**

**RFP Opening Date: September 24, 2013
Time: 4:00 p.m.**

**Location: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601**



**ADAMS COUNTY
COLORADO**

GENERAL INSTRUCTIONS

1. The Adams County Board of County Commissioners by and through its Purchasing Division of Finance is seeking proposals from qualified firms and consultants for the development of a framework plan for Adams County property located along Federal Boulevard from W. 52nd Avenue to W. 72nd Avenue including, but not limited to, representation, information, professional advice, and support services.
2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Offeror must register with this service to receive these documents.
 - 2.2 This service is offered free or with an annual fee for automatic notification services.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP 2013.194 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hcasteel@adcogov.org until the close of business on or before, August 28, 2013, by 2:00 p.m.
4. **Proposals**
 - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Tuesday, September 24, 2013.
 - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
 - 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, and time of the RFP opening.
 - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
 - 4.5. **Format.** Offeror must submit sealed proposal in **one (1) original CD** as a .pdf file and **seven (7) unbounded hardcopies**. Proposal should not exceed **twenty (20) pages** for the technical proposal, excluding the RFP required pages submitted only on single sided, single column typed 8.5" x 11" size, minimum twelve (12) font. Brochures or other supportive documents may be included with the proposal narrative.

- 4.6. The two (2) required signature pages at the end of this document **“OFFEROR’S CERTIFICATION OF COMPLIANCE”** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the **“OFFEROR’S SIGNATURE PAGE”** acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror’s name from the County’s Vendor’s List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to short list from the submitting Offerors and conduct interviews.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the proposal.

- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. Proposals from Offerors who lack experience or financial responsibility, or,
 - 4.16.5. Proposals which are not made to form.
 - 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
 - 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
 - 4.19. If a formal Agreement is required, the Offeror agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
 - 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
 6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
 7. **INSURANCE:** The Offeror agrees to maintain insurance of the following types and amounts:
 - 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

7.1.1. Each Occurrence	\$1,000,000
7.1.2. General Aggregate	\$2,000,000
 - 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

7.2.1. Bodily Injury/Property Damage	\$1,000,000 (each accident)
7.2.2. Personal Injury Protection Per Colorado Statutes	
 - 7.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

- 7.4.1. Each Occurrence \$1,000,000
- 7.4.2. This insurance requirement applies only to Offeror 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.
- 7.5. The Offeror'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:
- 7.5.1. 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 Offeror.
- 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
8. Offeror 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.
9. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
 - 9.1. The Offeror 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.
 - 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
 - 9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) 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 Offeror 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.
- 9.7. Offeror 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).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.

End General Information

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10. STATEMENT AND SCOPE OF SERVICES

10.1. Introduction:

The Adams County Board of County Commissioners (BOCC) by and through its Purchasing Division of Finance is seeking the services of a qualified consultant firm to assist Adams County, (refer to hereafter as the "County") in developing a framework plan for the area along Federal Boulevard from W. 52nd Avenue to W. 72nd Avenue. A framework plan "frames" the issues or better defines what the existing conditions are today and where are the opportunities to improve for the future, but not limited to, architectural design, uses, regulations, zoning, etc. Such issues can then be further explored and addressed in a more comprehensive manner.

The Federal Boulevard Framework Plan (Framework Plan) will provide guidance and recommendations for future planning, transportation, economic investments and design concept/aesthetics along the corridor, as well as serve as a basis for deciding whether a future Corridor Plan is warranted. The Proposal for this project shall include a description of qualifications, key persons, references, an approach to the project, detailed scope of services, fee schedule, and a timeline (by task).

10.2. Background:

Starting in 2013, the County has been leading a planning effort to evaluate the Federal Boulevard corridor, generally in the area from W. 52nd Avenue to W. 72nd Avenue. The goal of the Framework Plan is to provide guidance for future planning, transportation and economic development investments along this important north-south corridor, which has experienced disinvestment over several decades and is challenged by health and safety concerns for motorists, bicyclists and pedestrians alike. Within this segment of Federal Boulevard, there are two rail stations that will be a part of the Regional Transit District (RTD) FasTracks system, both scheduled to open in 2016. Policymakers, business owners and potential developers are eager to maximize the benefits that a major transportation investment like the two rail stations (W. 60th Avenue and Federal Boulevard, and W. 71st Avenue and Lowell) can bring. The County will work collaboratively with several local partners on this project including Tri-County Health Department (TCH), the Cities of Federal Heights and Westminster, the City and County of Denver, and the Colorado Department of Transportation.

This project was recently awarded a grant in order to conduct a Health Impact Assessment (HIA) in a parallel process to the framework planning effort. TCH will work with the County and other local government planning and community partners to inform the planning process to provide recommendations for better health outcomes, particularly in the areas of reducing obesity and reducing traffic accidents. The HIA will have a specific focus on the previously mentioned rail stations. This HIA is supported by Kaiser Permanente Colorado and the Health Impact Project, a collaboration of the Robert Wood Johnson Foundation and The Pew Charitable Trusts. This HIA will also seek to build regional capacity for conducting future HIAs in the greater Denver area.

10.3. Purpose:

The Framework Plan will use a holistic and complete streets approach – safe, accessible and attractive for all users. In addition, it will also consider traditional road planning design elements such as streetscapes, parking, land development, commercial signage, pedestrian/bicycle usage, drainage and utility considerations, adjacent and secondary street networks, and address corridor design aesthetics. Major goals of the Framework Plan include:

- 10.3.1. To preserve and enhance the visual quality of the corridor so as to create an inviting passage for all including, nearby communities and businesses,
- 10.3.2. To create safe pedestrian and bike route passages along the corridor, with connections across the highway to trail and sidewalk networks east and west of the corridor,
- 10.3.3. To facilitate the vehicular transportation function of the corridor, including well-designed and functional connections to the two RTD rail stations,
- 10.3.4. To provide guidance and recommendations on future economic investments, and
- 10.3.5. To encourage development within the corridor that is compatible with the first three goals.

10.4. Scope of Services:

The Technical Proposal shall include a Scope of Services detail in how, at a minimum, the Project Team will accomplish the Project Goals and the specific Task Orders.

10.4.1. **Framework Plan:** Develop a Framework Plan that will provide guidance and recommendations for future planning, transportation, economic investments, and design concept/aesthetics along the corridor, as well as serve as a basis for deciding whether a future Corridor Plan is warranted.

10.4.2. **Planning Process:** Follow a general planning process that shall include, but not be limited to:

- 10.4.2.1. Establishing boundaries,
- 10.4.2.2. Identifying stakeholders within and around the corridor area,
- 10.4.2.3. Analyzing existing conditions, and
- 10.4.2.4. Developing an overall framework plan to include:
 - 10.4.2.4.1 land usage
 - 10.4.2.4.2 land usage and development/redevelopment guidelines
 - 10.4.2.4.3 access issues
 - 10.4.2.4.4 connections to RTD rail stations
 - 10.4.2.4.5 corridor aesthetics

10.4.3. **General Design Concept:** A general design concept will be developed using input from the Steering Committee and applicable subcommittees. Its purpose is to address needs and come up with context sensitive solutions not only for the corridor itself, but also to provide regional continuity along Federal Boulevard by utilizing similar design concepts already established by the City of Westminster and the City and County of Denver to the north and south, respectively.

10.4.3.1. Possible Project Components Among Others:

10.4.3.1.1 **Roadway Cross Section:** Number and width of lanes, median, bicycle/pedestrian facility, ROW width (existing/proposed)

10.4.3.1.2 **Access Management:** Driveways, proposed guidelines for existing and future businesses and development, neighborhood connections, interconnectivity,

10.4.3.1.3 **Transit:** Bus Stops/shelters, rail stops, intersections and evaluations

10.4.3.1.4 **Roadway Aesthetics:** Street trees, lighting, signs, median/design – raised or two-way left turn; treatments (low maintenance and drought tolerant), landscaping (tree plantings, rain gardens and other landscaping requirements both along the roadway as well as within developments), business signage

10.4.3.1.5 **Land Use:** Zoning, building orientation, site circulation, shared access, parking, architecture, design layout

10.4.3.1.6 **Economic:** types of businesses, circulation associated with businesses, how to retain and attract future businesses with aesthetics

10.4.4. **Stakeholders/Steering Committee:** Identify relevant stakeholders, including multi-cultural and/or bilingual community members (providing necessary translation services, i.e. Spanish, Vietnamese, etc.) and establish a Steering Committee. Such stakeholders should include, but are not limited to:

10.4.4.1 City of Westminster,

10.4.4.2 City of Federal Heights,

10.4.4.3 City and County of Denver,

10.4.4.4 Regional Transit District (RTD), and

10.4.4.5 Colorado Department of Transportation

10.4.4.6 Tri-County Health

10.4.4.7 Local businesses

10.4.4.8 Local schools

10.4.4.9 Organized Citizen Groups/Neighborhood Groups

10.4.4.10 Non-profits such as FRESC, Community Enterprise, etc.

- 10.4.4.11. Lastly, in support of DRCOG's Sustainable Communities Initiative, TCH will be conducting HIAs around the metro Denver area and in particular, along the corridor. By working with TCH, the County can also ensure that the Framework Plan has positive health implications to residents and others utilizing the corridor.
 - 10.4.4.12. Once the Steering Committee has been created, recommend how additional subcommittees (i.e. Health and Transportation/Land Use) could be formed in order to better identify and define issues related to each topic and report back to the Steering Committee.
- 10.4.5. **Existing Plans/Projects/Studies:** Utilize the existing knowledge base by integrating the findings and recommendations of studies recently conducted being conducted in the vicinity of the project area, including planning efforts being undertaken in nearby jurisdictions such as the City of Westminster and the City and County of Denver. In addition, since the corridor has two rail stations, the Framework Plan should take into careful consideration proposed TOD plans (Clear Creek Transit Village, and W. 70th & Irving Street), as well as the County's TOD zoning regulations around these stations. The County recently adopted TOD zoning regulations and Westminster has developed a TOD plan to guide the redevelopment in the area around W. 70th Avenue and Irving Street.
- 10.4.5.1. Coordinate with existing and near-term projects along Federal Boulevard to include, but not limited to:
 - 10.4.5.1 The County's realignment of W. 60th Avenue from the Clear Creek at Federal Station to Federal Boulevard
 - 10.4.5.2 RTD's approved aesthetics at the Federal at Clear Creek Station e.g. lighting, color, etc
 - 10.4.5.3 CDOT's Lighting project along Federal Boulevard between W. 52nd and W. 67th Avenues
 - 10.4.5.4 In relation to the above, the consultant will need to evaluate multi-modal circulation along, and across Federal Boulevard in conjunction with the above projects
- 10.4.6. **Economic Analysis:** Provide an economic analysis: review current trends and conditions, analyze supply and demand, review the quality and quantity of existing commercial, office, mixed-use, and industrial uses along the corridor, and identify the advantages and disadvantages for business attraction, retention, expansion, and redevelopment.
- 10.4.7. Provide a plan for public engagement that includes developers, brokers, and lenders to discuss real estate and development potential and impediments, business needs, strengths and weaknesses of the corridor, and development trends within the corridor. The plan should include recommendations based on stakeholder interviews.

- 10.4.8. The Offeror will review sites susceptible to change, including vacant and underutilized properties and transit nodes (rails stations) to identify opportunity sites within the corridor with the highest potential for redevelopment. The Offeror will identify market opportunities within the study area and determine where and what types of investment and development will most likely be economically successful over the long-term.
- 10.4.9. The economic analysis will be a separate section of the Framework Plan and provide guidance for public and private investment decisions and implementation strategies within the corridor. It will utilize tables, graphs, maps, and photographs where appropriate, outlining the details of the economic analysis and shall include the following:
- 10.4.9.1 Identify area needs, highlight development opportunities, and establish priorities for investment
 - 10.4.9.2 Identify catalytic projects for further study to guide and focus investment
 - 10.4.9.3 Recommendations for balancing residential, commercial, office, mixed-use and transit-oriented investment and adding long-term value to the corridor
 - 10.4.9.4 Provide a basis for leveraging and directing long-term investments
 - 10.4.9.5 Incorporate any changes from the County’s review into the final Framework Plan.
- 10.4.10. **Mapping:** The County has done extensive work developing maps and data that should be readily adaptable for use. The County Project Manager will work with the offeror to determine the relevant information to be included in the Framework Plan. The County will provide base mapping data. Information not readily available from the County will be researched and gathered by the offeror and produced in the same format as the base mapping data. Any new data produced for the project must be provided to the County in an acceptable digital format.
- GIS data will not be provided until AFTER an agreement is awarded. The offeror will work with the County Project Manager to obtain the data. GIS data will be used for this project only and will not be disseminated or used for other purposes by the offeror.
- 10.4.11. **Presentations of Findings and Deliverables:** Present findings and deliverables to BOCC and Planning Commission upon completion of the Framework Plan. Two (2) in person presentations each to the BOCC and Planning Commission will be required – at the project’s midpoint and presentation of the final plan.

11. TIMELINE:

The Offeror will be required to work closely with County Project Manager. The County would like to start the planning process as soon as possible since there are some time constraints associated with the HIA part of the plan. A draft of the Framework Plan is expected by spring 2014 and a final to be completed by summer 2014. Deviation from this timeline should be elaborated upon by the Offeror .

12. FEE SCHEDULE AND PAYMENTS:

The Offeror must provide a scope of service to include annual fee schedule and the approximate number of hours for undertaking this project. A detailed breakdown of all costs should be included within the proposal. The Offeror must submit incurred expenses monthly with supporting documents.

13. HOURS OF WORK:

The County's normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

14. TERM OF THE AGREEMENT:

Award of this solicitation will result in the establishment of a signed County Agreement for one (1) year from the date of the issuance of the notice to proceed (NTP).

15. CONFLICT OF INTEREST:

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

16. INDEPENDENT OFFEROR:

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

17. NONDISCRIMINATION:

The Offeror 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 Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the 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.

18. PROPOSAL EVALUATION INSTRUCTIONS:

This section is intended to indicate the minimum items required with each proposal in order to be properly evaluated. At a minimum each proposal should include the following information. Please prepare your proposal utilizing the following format. Provide a complete response to each item and include at the front of your proposal.

- 18.1. Experience. Clearly indicate the specific experience of the individual/firm for projects of the same scale and type as this project. List the projects and indicate the length of each period.
- 18.2. Approach. Provide a response that defines the methods and means by which the offeror/firm will perform the services outlined in the scope of services. Demonstrate project team's knowledge of the area and its issues.
- 18.3. Portion of Project to be Subcontracted. Submit a list of the portion of the project to be subcontracted, a percentage and the names of the proposed sub-contractor and work experience.
- 18.4. Key Personnel. Provide a complete list of key personnel on the project and all sub-contractors working on the project, along with their professional experience (project and dates) and their role/responsibility in the project. Indicate how much time for each person, including the Offeror's Project Manager that will be dedicated to this project and each person's role/responsibility with this project.
- 18.5. Clearly identify Offeror's ability to complete project task without the need for substantial County resources. Demonstrate clear understanding of the purpose and objectives of the project.
- 18.6. Provide an outline of all proposed tasks, milestones, deliverables and methodologies for each item in the scope of service.

18.7. Fee Schedule. The Offeror shall submit fees on **Attachment A -Fee Schedule** detailing the total flat fees and all other fees for any reasonable out-of- pocket costs and expenses, including but not limited to copying, messenger services, telephone and cell phone charges, postage, food, parking, meeting space for neighborhood meetings, and mileage expenses. It is expressly understood and agreed that the obligation of the County to make payments to the successful offeror shall only extend to monies appropriated by the County BOCC, and encumbered for the purposes of the awarded agreement from this solicitation.

18.8. At least three (3) references shall be provided for similar projects.

18.9. A W-9 form shall be completed and returned with proposal.

19. EVALUATION FACTORS FOR AWARD:

19.1. Award will be made to the single responsive, responsible Offeror who submits the most technically acceptable proposal.

19.2. A review committee consisting of members, appointed by the County, will make recommendations to the County Board of Commissioners. The evaluation is based on the individual/firm's qualifications. The committee may request additional information from offerors or request personal interviews with offerors.

19.3. The evaluation criteria are listed below in descending order of importance.

20. CRITERIA:

20.1. Project team, past project experience and client references.

20.2. Project fee structure and other billable items.

20.3. Project approach.

20.4. Project schedule, ability to meet timeline and provide requested deliverables.

The remainder of this page left blank intentionally

OFFEROR'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 an agreement for services with Adams County, Colorado, the undersigned Offeror hereby certifies that at the time of this certification, Offeror does not knowingly employ or contract with an illegal alien who will perform work under the attached agreement for services and that the Offeror 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.

OFFEROR:

MATRIX DESIGN GROUP

MATRIX DESIGN GROUP, LLC.

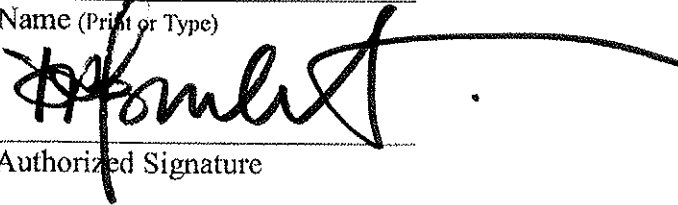
Company Name

11.20.2013

Date

DAVID H. BRANDES, JR.

Name (Print or Type)



Authorized Signature

VICE PRESIDENT

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

Signature Page

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

ADAMS COUNTY, COLORADO

By: *[Signature]* 12/6/2013
Planning and Development Director Signature Date:

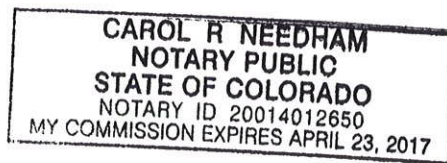
OFFEROR
MATRIX DESIGN GROUP

By: DONALD H. BRANDOS, JR. 11.20.2013
Name (Print or Type) Date:
[Signature] VICE PRESIDENT
Authorized Signature Title

APPROVED AS TO FORM:
Adams County Attorney's Office

By: *[Signature]*
Attorney's Signature

NOTARIZATION:
COUNTY OF Denver)
)SS.
STATE OF COLORADO)



Signed and sworn to before me this 20TH day of November, 2013,

by Donald H. Brandos, Jr.,
[Signature]
Notary Public

My commission expires on: 04-23-2017