

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

THIS AGREEMENT ("Agreement") is made this 6th day of October 2015, 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 **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS** located at 1675 Broadway, 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 2015.263 and the Contractor's response to the RFP 2015.263 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. Term of Agreement: Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to one (1) option year extension providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount not to exceed **one hundred fifty thousand dollars and no cents** (\$150,000.00).

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

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** 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 Not Applicable.
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 8.4.1. Each Occurrence: \$1,000,000
 - 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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

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

9. WARRANTY:

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

10. TERMINATION:

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

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

11. MUTUAL UNDERSTANDINGS:

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and

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).

- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department:	Adams County Office of Long Range Strategic Planning Deputy County Manager's Office
Contact:	Abel Montoya, Director
Address:	4430 South Adams County Parkway, 3 rd Floor, Suite 3000
City, State, Zip:	Brighton, Colorado 80601
Office Number:	720.523. 6842
E-mail:	amontoya@adcogov.org

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

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

Contractor:

Company: Wilson & Company, Inc., Engineers and Architects
Contact: Steve Salazar, PE, Principal-in-Charge
Address: 1675 Broadway, Suite 200
City, State, Zip: Denver, Colorado 80202
Office Number: 303.501.1239 or 303.297.2976
E-mail: steve.salazar@wilsonco.com

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

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

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

12. CHANGE ORDERS:

12.1. Change Orders: The County from time to time, may 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 request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

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


- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If 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.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Wilson & Company, Inc. 9/30/2015
Company Name Date


Signature

Steve Salazar
Name (Print or Type)

Principal
Title

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

Signature Page

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

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: [Signature]
Chairman

10-6-15
Date:

**CONTRACTOR
WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**

By: Steve Salazar
Name (Print or Type)

9/30/2015
Date:

[Signature]
Authorized Signature

Principal
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

NOTARIZATION:

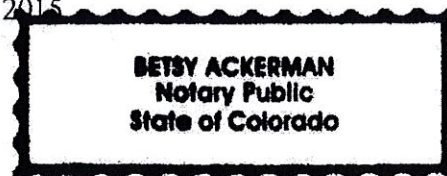
COUNTY OF Denver)
STATE OF Colorado) SS.

Signed and sworn to before me this 30th day of September, 2015

by Steve Salazar

Notary Public [Signature]

My commission expires on: 10-18-19



ATTACHMENT A

(All Documents following this page of the Agreement)

Attachments:

1. BAFO, dated 08.21.15
2. Addendum One, dated, July 28, 2015
3. Proposal, dated August 3, 2015
6. Offeror's Certification of Compliance
7. Offeror's Signature Page

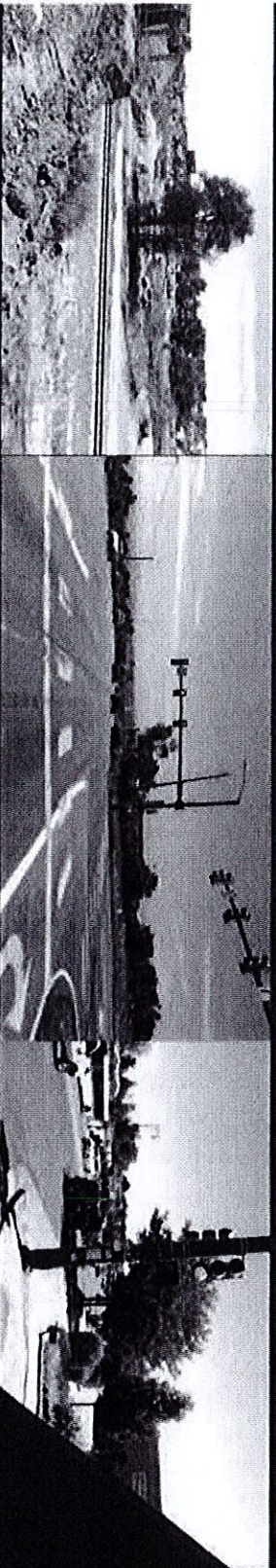
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MAKING CONNECTIONS

Planning for Federal Boulevard and
Transit Oriented Development (TOD)
Areas Planning and Implementation Plan

Formal Request for Proposal 2015.263

ADAMS COUNTY



WILSON
& COMPANY

ATTACHMENT A

(All Documents following this page of the Agreement)

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MAKING CONNECTIONS

Planning for Federal Boulevard and
Transit Oriented Development (TOD)
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Formal Request for Proposal 2015.263

ADAMS COUNTY



WILSON
& COMPANY

Wilson & Company

WILSON
& COMPANY

1932 founded in
Salina, KS
S-Type Corporation



+425 employees
47 local staff

urban & transportation
planners
roadway engineers
drainage engineers
environmental



+20 years of
successful
Denver
projects

Specialized Transit Oriented Development (TOD) Master Planning Experience

- I-25/Broadway Station Area Master Plan
- Federal Boulevard, Alameda Avenue to 5th Avenue
- Yale Station Master Plan and Phase 1 and 2
- University Station
- 10th and Sheridan
- 38th and Blake
- 63rd Street CIP
- Waterfront Red Car Line Implementation Program Development
- Maricopa County Transit Accessible Communities Plan
- Sidewalk Master Plan & Stormwater Master Plan

MAKING CONNECTIONS PLAN



Specialized Teaming Partners

- *Entelechy*
 - Land Use / Urban Design
- *Hispanidad*
 - Public Involvement and Spanish Translations
- *Urban Integrations*
 - Transportation Planning

entelechy

taking potential to reality

consultant's with
**Urban Transit
Planning**
project experience



hispanidad



URBAN INTEGRATIONS

MAKING CONNECTIONS PLAN



Key Team Members



Jim Godwin
Wilson & Company

- Project Manager
- Land Use/Infrastructure



Steve Salazar, PE
Wilson & Company

- Principal-in-Charge
- QA/QC Manager



Vanessa Spartan, AICP
Wilson & Company

- Deputy Project Manager
- Planning
- Public Involvement



Deana Swetlik, AICP
Entelechy

- Land Use/Urban Design



Laura Sonderup
Hispanidad

- Public Involvement
- Spanish Translations



Doug Dreiling, LRC
Wilson & Company

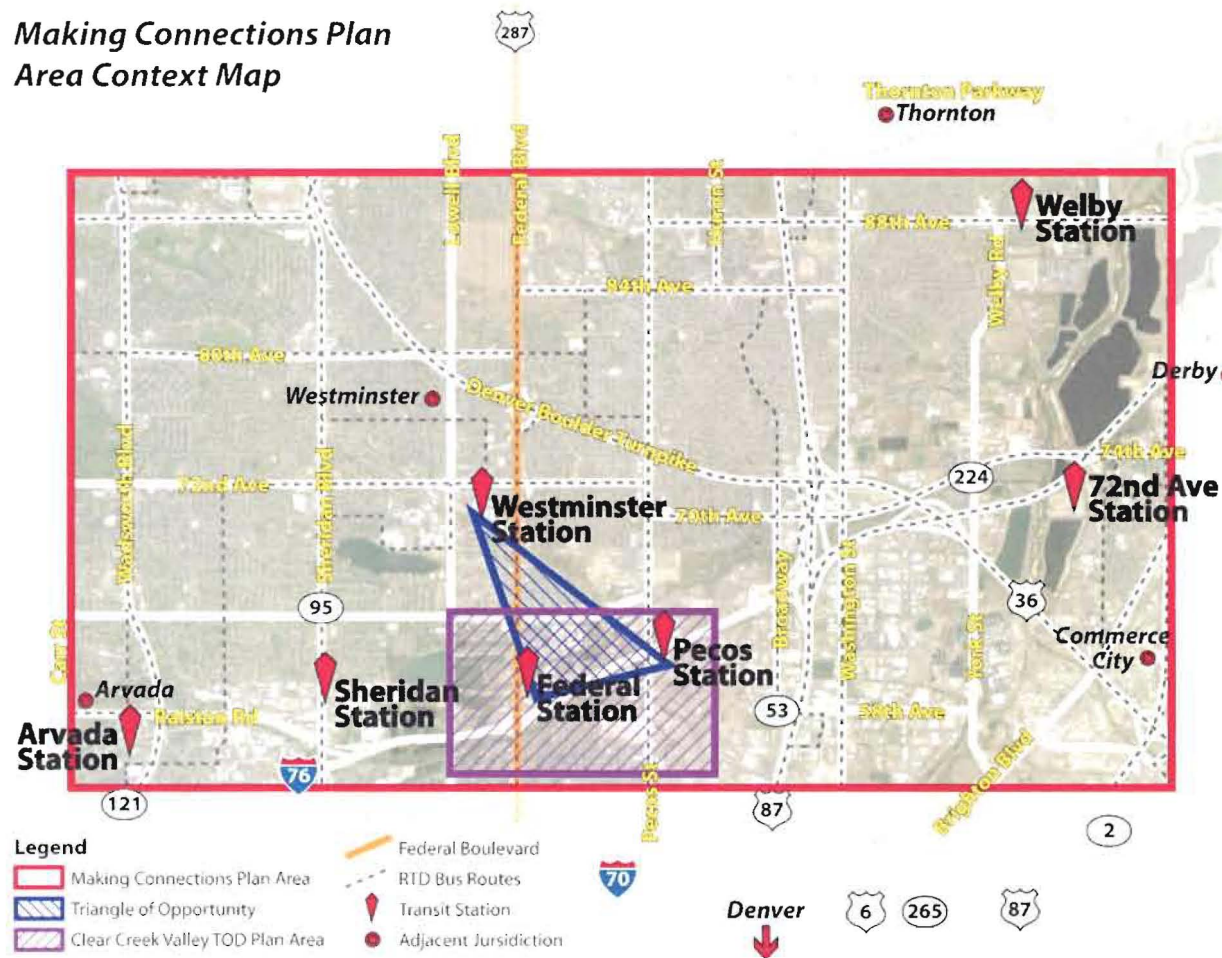
- Environmental Documentation
- Brownfields

MAKING CONNECTIONS PLAN



Project Understanding

*Making Connections Plan
Area Context Map*



- Making Connections Plan Area
- Triangle of Opportunity
- Infrastructure Planning
- Connectivity Analyses
- “Next Steps Plan”

MAKING CONNECTIONS PLAN

WILSON
& COMPANY

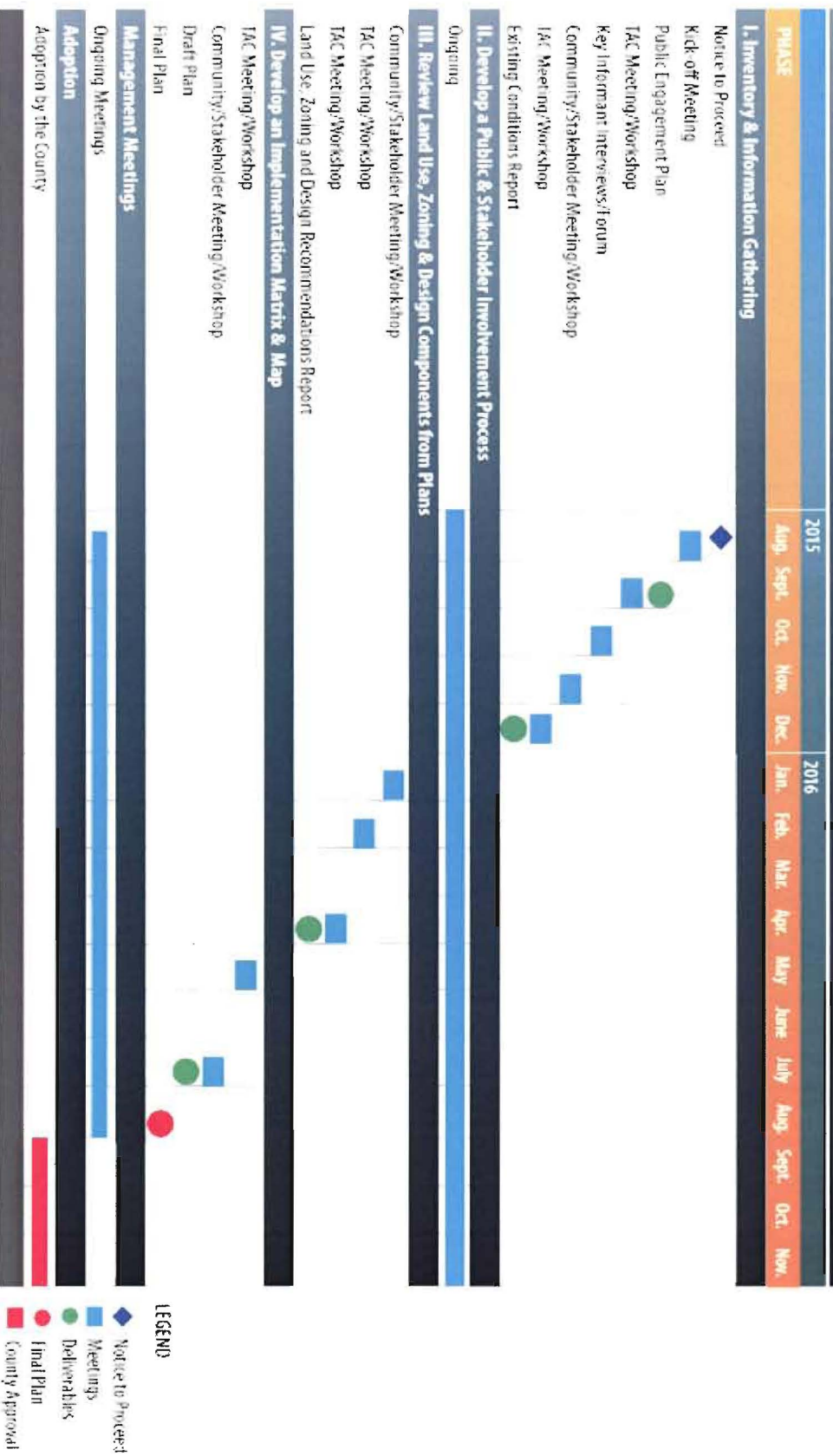
Project Approach

- *Task I. Inventory and Information Gathering*
- *Task II. Develop a Public and Stakeholder Involvement Process*
- *Task III. Review Land Use, Zoning, and Design Components from Plans*
- *Task IV. Develop an Implementation Matrix Map*



Project Schedule

ADAMS COUNTY MAKING CONNECTIONS PLAN



LEGEND

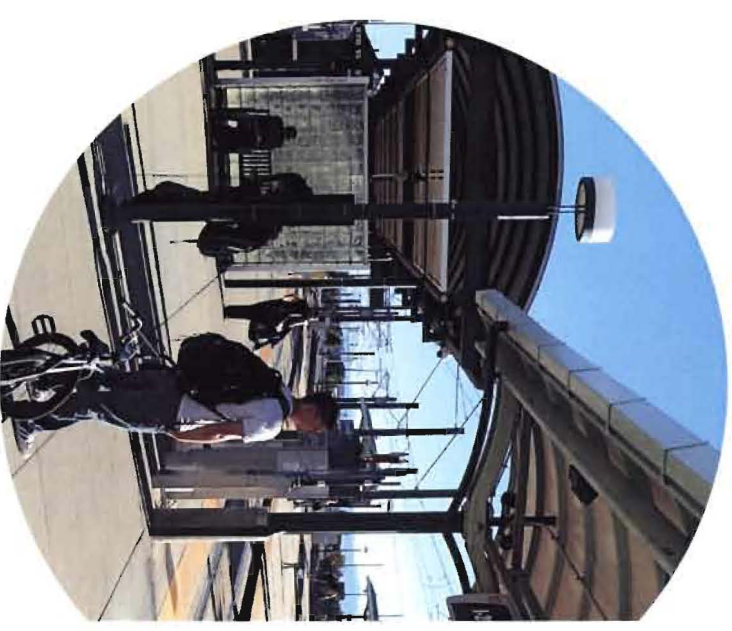
- ◆ Notice to Proceed
- Meetings
- Deliverables
- Final Plan
- County Approval

MAKING CONNECTIONS PLAN

WILSON
& COMPANY

Our Advantage

- Knowledge and Experience
- Specialized Teaming Partners
- Collaborative Approach



MAKING CONNECTIONS PLAN



Your Questions (1 of 2)

1. *Please explain your outreach plan for Spanish speakers. Does this include Spanish speaking media?*
2. *Please explain the role that you think affordable housing/workforce housing will play in this process. How would you define and/or identify “at risk” housing?*
3. *What are some of the public outreach tools and techniques that will be used when interfacing with the residents?*
4. *How will you define the stakeholders; how will you determine that the process and/or number of meetings are adequate to accommodate input from all stakeholders?*
5. *What is your concept regarding aging in place?*
6. *Adams County has received a grant for identifying and researching Brownfield sites. How does your proposal plan to address brownfields and related estimates for clean-up?*
7. *Does your proposal include areas in addition to one triangle of opportunity? Please explain.*
8. *You identified various plans from the Making Connections area in your proposal, what plans are considered to be important resources?*

Your Questions (2 of 2)

8. *You identified various plans from the Making Connections area in your proposal, what plans are considered to be important resources?*
9. *Please identify how the outreach component that will inform the infrastructure discussion and identification of future land use, economic development, and mobility scenarios. Will there be a gap analysis of all infrastructure and projected costs associated with improvements?*
10. *How will communication with stakeholders be performed? By whom? Through what systems? What will be the opportunities for stakeholders to communicate in return?*
11. *Please explain how the proposal includes social system enhancements as well as physical infrastructure enhancements?*
12. *Please describe the process, information and deliverables associated with the environmental component of your proposal. Does this include tier II facilities as well?*
13. *Please describe how financing to implement the plan will be addressed and to what extent. Are they traditional and creative trail blazing concepts?*
14. *What information will be on the ten prioritized individual summary sheets for the identified projects?*
15. *Will a developer's forum be included in the outreach during and after plan completion?*
16. *If there are additional costs for added work as described in the responses above, please provide a detailed summary per item.*





1. Please explain your outreach plan for Spanish speakers. Does this include Spanish speaking media?

The media plays a significant role in forming and influencing people's attitudes and behaviors. Understanding media influences, and how to use Spanish media constructively, will be an essential tool for successful outreach within the Hispanic community of Adams County. We anticipate the public engagement strategies/tactics, including the Spanish speaking media strategies, to be finalized in the development of the 'Public Engagement Plan' by end of September 2015. Nevertheless, there are several key considerations:

- **Hispanic Outreach vs. Spanish Outreach:** It is critical to recognize that *Hispanic outreach* does not necessarily equal *Spanish outreach*. In fact, according to the most recent American Community Survey (U.S. Census), while roughly thirty percent of the residents in Adams County speak a language other than English, not all Hispanic residents are Spanish-dominant or Spanish-preferred. In consultation with County staff, we will analyze each deliverable to determine the most culturally- and linguistically-relevant manner in which to approach the successful dissemination of the information associated with this project.
- **Partnerships with Local Spanish Media:** Hispanidad has worked closely with all Spanish media within the Denver DMA for over fifteen years and we will leverage these relationships to ensure that our constituents are aware of and engaged in this planning process.
- **Translation vs. Transcreation:** Many organizations attempt to reach the non-English-speaking market through the use of translated marketing and advertising materials. Straight translations, which depend on an accurate linguistic text transfer from one language to another, tend to miss the emotional and culturally relevant elements. Some results will be there, but not with the strength and recall that a truly culturally attuned marketing and advertising effort can attain. In fact, in some instances, direct translations can be misinterpreted or even offensive. When a project entails bilingual communication, our approach is to transcreate (or adapt) the message. Transcreation is the process of determining the suitability of an original creative message to an ethnic group, and if suitable, transferring the creative concept, not just the words, in an appropriate tone and graphic look. Basically, a translation is about words, while transcreations are about ideas.

Some of the Spanish outreach methods proven successful on similar projects include: town hall meetings with Spanish interpretation; key informant forums including a "Hispanic Roundtable Discussion"; media outlets including TV, Radio and Print; and direct mail.

2. Please explain the role that you think affordable housing/workforce housing will play in this process. How would you define and/or identify "at risk" housing?

During this project our team will understand existing housing stock within the study area and will identify "At-Risk Housing" within key areas including existing housing that could be removed from inventory (primary concern/focus on workforce housing) or perhaps should be removed from inventory (given the location in floodplain/way areas). The existing inventory of "At-Risk Housing" in key areas may be:

- In primary redevelopment areas/key redevelopment sites;
- Functionally obsolete (typically greater than 40 years old for multi-family); or
- Identified for retention as workforce housing.

3. What are some of the public outreach tools and techniques that will be used when interfacing with the residents?

We anticipate the public engagement strategies/tactics to be finalized in the development of the 'Public Engagement Plan' by end of September 2015. Some of the tools that we have used successfully with projects similar to this one, include:

- Key Informant Interviews/Forums including a Developers Forum and a Hispanic Roundtable Discussion (hosted in Spanish and English)
- Community/Stakeholder Workshops/Meetings (2 Workshops, 1 Open House), in English and Spanish: providing interpretation at all public meetings will be essential
- Leveraging Spanish media, including broadcast and print media
 - Broadcast: Television and Radio
 - Print: Interviews, Provide a synopsis of meeting information on a regular basis, Public announcements of upcoming meetings, Identify Hispanic community leaders for editorial content
- Direct Mail including bilingual communications targeting residents within the defined geographies.

4. How will you define the stakeholders; how will you determine that the process and/or number of meetings are adequate to accommodate input from all stakeholders?

We anticipate the public engagement strategies/tactics to be finalized in the development of the 'Public Engagement Plan' by end of September 2015. Nevertheless, we anticipate the following approach to identify and define project stakeholders. Previous planning studies, including the Federal Boulevard Framework Plan included a public and stakeholder outreach campaign that will be important to build from. We will utilize this listing of stakeholders as a starting point to determine if an expanded stakeholder network is needed.

In addition, to the tactics noted about for the general market audience, understanding the sub-segments within the Adams County Hispanic community will be critical to a successful outcome. Speaking to Hispanic residents relevantly, and respectfully, with an eye to cultural and linguistic needs will be key. The chart below demonstrates the importance of this insight. While 87% of Adams County is considered "white alone," you must also pay close attention to the fact that just 52% consider themselves, "white alone, not Hispanic," leaving roughly 35% of the population as potentially Hispanic. The U.S. government recognizes that Hispanic is an ethnic or cultural designation, not a racial designation, and accordingly, it is imperative to understand this difference when defining stakeholders and how best to communicate with them.

Ethnicity	% of Adams County Population
White alone	87.2%
Hispanic	38.6%
White alone, not Hispanic	52.4%

In regards to the process and/or number of meetings, we have identified the need to conduct Key Informant Interviews or Forums approximately half-way through Task 1, which will provide an additional opportunity to collect important information in our inventory gathering task and gather opinions from these key stakeholders. The focus on the interviews or forum will largely be on infrastructure needs and development opportunities. In Task 1 these interviews/forums will include meetings with organizations involved in the Federal Boulevard Framework Plan (ULI, Tri-County Health Departments, etc.), and a Hispanic roundtable



discussion. Later in Task 1 we will hold a broader community and stakeholder workshop (Workshop 1) which will provide an opportunity to inform the general public and broader stakeholder group on the information gathered to date and allow for additional information and opinions to be gathered from this group. At this first workshop engagement activities will focus the dialogue largely on infrastructure and transportation-related topics with the goal of gathering community and stakeholder opinions on these essential networks. Approximately 2 months later, in Task 3 we will hold another community and stakeholder workshop (Workshop 2) to engage the group on topics related to land use, zoning and urban design components. This focused workshop will allow for the opportunity to dive deeper in examining alternatives at key properties within the study area. The final community and stakeholder meeting (Open House) will be held approximately mid-way through Task 4 and will focus on presenting the draft recommendations of the plan document and gathering community and stakeholder input on any potential changes. We will conduct a developer's forum between Tasks 3 and 4 to discuss the Top 10 and provide an overview of the Top 40 projects.

5. What is your concept regarding aging in place?

During this project our team will expand upon the understanding of the existing housing stock, demographic changes specific to Adams County, and trends/preferences for living. Additionally, we will assess the need for a variety of housing typologies within key areas including Assisted Living and Independent Living. Independent Living includes townhomes, condos, and apartments, as well ground floor masters which may include retaining key existing mid-century ranch housing stock such as around Welby Station. Lastly, our project team will provide for connected neighborhoods focusing on the transportation network, first- and last- mile connections to stations, and good urban development patterns that encourage social interactions, walkability and bikeability.

6. Adams County has received a grant for identifying and researching Brownfield sites. How does your proposal plan to address brownfields and related estimates for clean-up?

Your recently awarded EPA Brownfield Grant provides funding to complete a Brownfields Inventory for key development properties. This is a first step in progressing through the Brownfields redevelopment process. Once the inventory has been established, Phase I Environmental Site Assessments (ESA) are completed at "catalyst" redevelopment properties. If the Phase I ESA identifies potential environmental concerns, the grant funding is used to conduct Phase II ESAs which consist of sampling soil and groundwater to provide definitive proof of subsurface environmental impacts. Clean-up estimating then proceeds to document the expected costs to mitigate any adverse environmental conditions. It is our recommendation that the grant funding activities are integrated in this study to further evaluate potential for environmental constraints at your key redevelopment properties.

7. Does your proposal include areas in addition to one triangle of opportunity? Please explain.

There are several geographic contexts discussed in our proposal. Our understanding of the geographic areas and their role in this planning process are provided in the table below. We've also included a figure as a reference.

Geographic Area	Role in Planning Process
Making Connections Plan Area	The "Making Connections Plan Area" is an expanded study area to include the Welby Station, Arvada Station and 72 nd Avenue Station. Based on the language in the RFP we assumed this plan area to serve as the "area of influence". This means an existing conditions analysis will be conducted for this area utilizing primarily GIS and other mapping resources to get a full understanding of the land use, infrastructure and demographic context. Furthermore, stakeholders within this area will be the audience for the workshops and Open House described in our response to Question 5.

Geographic Area

Role in Planning Process

Triangle of Opportunity Federal Boulevard

Based on language in the RFP we assumed the “Triangle of Opportunity” to be the primary focus area for TOD planning, and more detailed property and infrastructure inventory. Stakeholders within these areas will be engaged with at the interviews/forums.

Federal Boulevard will be examined at two scales:

- The more detailed inventory of land uses, brownfields, and infrastructure will focus on the vicinity of the “Triangle of Opportunity” and may expand to the North to 72nd Avenue and to the southern extents of the Clear Creek Valley TOD Plan Area.
- The complete street design for Federal Boulevard may need to work for a larger planning area to include the full extents of the “Making Connections Plan Area” along Federal Boulevard; therefore, we can examine the ability to apply the Complete Street cross-section concept across this longer distance. However, the phasing plan and cost estimate tasks will focus on the smaller geography listed in the first bullet.

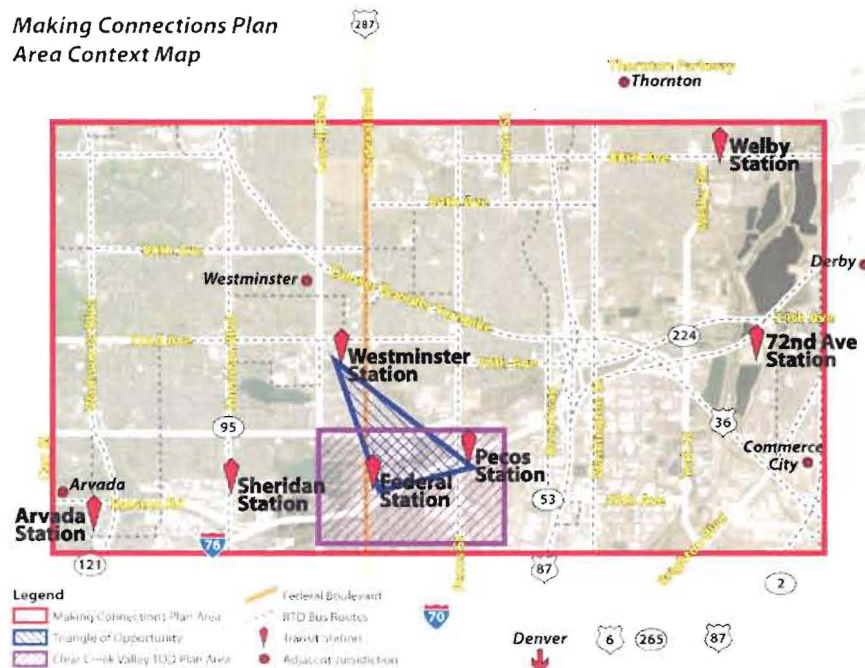
Clear Creek Valley TOD Plan Area

The “Clear Creek Valley TOD Plan Area” will be used to provide consistency and precedence for “next steps” land use and infrastructure planning. This plan as well as the Federal Boulevard Framework Plan provides the vision, goals, guiding principles and implementation strategies that will help guide decision-making through this “next steps” planning process.

Welby Station and possible other TOD Areas

We anticipate that the Welby Station, 72nd Avenue Station, Arvada Station and Sheridan Station areas will be examined for their opportunities and influence on TOD development in the “Making Connections Plan Area”.

Making Connections Plan Area Context Map



8. You identified various plans from the Making Connections area in your proposal, what plans are considered to be important resources?

We referenced many planning documents because we understand a process was used to come to these decisions. Of all the plans referenced we find key components of the "Imagine Adams County Comprehensive Plan", Clear Creek Transit Village Vision Plan and TOD Plan, Federal Boulevard Framework Plan and the Health Impact Assessment of the Federal Boulevard Framework Plan to be the most important resources. The table below summarizes some of these key components.

Plan Document	Key Components
"Imagine Adams County" Comprehensive Plan	<ul style="list-style-type: none"> The "Key Goals for a More Sustainable and Resilient Adams County" will be important to consider for this project. Table 2.1 (pp 13-15) is a key summary graphic to consider that is all encompassing and holistic in the desired changes for the County moving forward. A focus on job creation so that residential development does not continue to be a burden on the County. Understanding the desired future role of industrial land in the County, particularly as a good portion of this study area is industrial. The fact that that Comp Plan states there is no existing TOD zone district/development standards. Key Policy: 14.8 "Support the Revitalization of Future Station Areas Over Time" Recognizing the Land Use Map and location of districts/zones as it affects this study, Particularly Mixed Use Employment, Activity Center, etc.
Clear Creek Transit Village Vision Plan & TOD Plan	<ul style="list-style-type: none"> Acknowledge the connections and development patterns called for in the Plan. LOTS of information in this Plan will be part of discussions for this Study.
Federal Boulevard Framework Plan	<ul style="list-style-type: none"> Generally: A very good resource for existing conditions information. Understand existing and projected ADT information utilized. Understand desire to improve the look of Federal Boulevard. Utilize some of the demographic/market/permitting inventory and analysis completed.
Federal Boulevard Framework Plan – Health Impact Assessment	<ul style="list-style-type: none"> Review recommendations of this report. Acknowledge concerns raised by existing property owners in the area about change.

9. Please identify how the outreach component that will inform the infrastructure discussion and identification of future land use, economic development, and mobility scenarios. Will there be a gap analysis of all infrastructure and projected costs associated with improvements?

We propose using information gathered through the Key Informant Interviews/Forums to inform the Community/Stakeholder Workshops to occur in Tasks 1 and 3.

- The focus of the interviews or forums will largely be on infrastructure needs and development opportunities
- Later in Task 1 we will hold a broader community and stakeholder workshop (Workshop 1) which will provide an opportunity engage constituents, focusing the dialogue largely on infrastructure and transportation-related topics with the goal of gathering opinions on these essential networks.
- Approximately 2 months later, in Task 3 we will hold another community and stakeholder workshop (Workshop 2) to engage the group on topics related to land use, zoning and urban design components.



In summary, information gathered through the Key Informant Interviews/Forums will be used to inform the Community/Stakeholder Workshops to occur in Tasks 1 and 3. We will be providing a high level order of magnitude infrastructure costs for key development sites and key connection improvements.

10. How will communication with stakeholders be performed? By whom? Through what systems? What will be the opportunities for stakeholders to communicate in return?

We anticipate the public engagement strategies/tactics to be finalized in the development of the 'Public Engagement Plan' by end of September 2015. Nevertheless, we have successfully used the following techniques to communicate with stakeholders, all of which could be utilized in this planning process: direct mail, e-mail, Spanish media, newspaper advertisements, project website, Facebook or other social media outlets, and storefront flyers (posted at local businesses and institutions). At an additional cost, an online engagement platform such as mySidewalk (formerly known as MindMixer), MetroQuest, or EngagingPlans could be used for this project. Online engagement companies provide a sort of "virtual town hall" which can be effective in reaching audiences that do not to attend public meetings. We have also conducted online surveys using our professional SurveyMonkey account, which could be a low cost online engagement strategy that could be advertised via the communication techniques previously listed. Wilson & Company will lead but will be working hand-in-hand with Hispanidad on these tasks.

11. Please explain how the proposal includes social system enhancements as well as physical infrastructure enhancements?

To support a robust social environment our team will identify specific social services that should perhaps be bolstered in the Study Area as part of the Implementation Strategy. But more importantly, throughout the project we will identify the physical framework to provide good urban neighborhoods: physically connected, variety of housing, access to existing and future transit, and ability to socialize with neighbors. Our approach focuses on neighborhood building, which results in increased social capital, providing a strong correlation to the physical environment's impact on human behavior.

12. Please describe the process, information and deliverables associated with the environmental component of your proposal. Does this include tier II facilities as well?

The process for assessing environmental factors will primarily consist of conducting a "high-level review" of existing land use throughout the areas of interest. The evaluation is intended to identify the potential for environmental impacts to the subsurface that may complicate future redevelopment. The potential in each land use area will be assigned an environmental risk factor, assigned as low, moderate or high. The information will be incorporated in the Making Connections Plan deliverables. It is our recommendation that this high-level evaluation of key development properties be augmented by developing a Brownfields Inventory using recently-awarded EPA grant funding. The inventory typically includes visual inspections of properties included in the overall marketability analysis of individual properties. In essence, the EPA grant can provide enhancement of the environmental risk factor analysis with no additional cost to the Making Connections Plan. Our understanding of "Tier II" is related to Emergency Management which was not initially anticipated to be part of our scope of work.

13. Please describe how financing to implement the plan will be addressed and to what extent. Are they traditional and creative trail blazing concepts?

Through this planning process we will work to identify and create a "toolbox" of federal, state, local, and private financing options including, but not limited to, Tax Increment Financing (TIF), Title 32 (additional real estate tax), Business Improvement Districts (BID), Public Improvement Districts (PID), Special Assessment

Districts (SAD), special parks and open space grants (GOCO), Public-Private Partnerships (P3), Department of Local Affairs (DOLA), Transportation Alternatives Funds for First- and Last-Mile Improvements, Safe Routes to Schools (SRTS) Funds, Community Development Block Grants (CDBG), TOD Fund for land purchases, etc. These financing options will be captured in the implementation matrix for each prioritized project.

14. What information will be on the ten prioritized individual summary sheets for the identified projects?

Wilson & Company and Entelechy have provided clients with a variety of types of prospectus sheets. The important thing to keep in mind is to provide the information that is most useful to a developer. In addition to providing basic information such as property location, property size, and contact information, the prospectus sheet should attempt to provide all information that could mitigate the risk for the developer. It's important to state upfront any known items related to environmental issues, zoning categories, design guidelines but also to state positive opportunities associated with the property, such as brownfield clean up processes, grants and financing opportunities, planned density goals, etc. We will provide examples of some of the prospectus sheets we have produced for other projects. Additionally, many developers have found that having one contact at an organization that helps with navigating through approval processes is valuable. The County may want to appoint one individual who would know all information related to these 10 sites and could assist developers in navigating approval processes.

15. Will a developer's forum be included in the outreach during and after plan completion?

We anticipate the public engagement strategies/tactics to be finalized in the development of the 'Public Engagement Plan' by end of September 2015. Nevertheless, we propose a developer's forum to be held between Tasks 3 and 4.

16. If there are additional costs for added work as described in the responses above, please provide a detailed summary per item.

At this time, no additional cost is associated with the above described work activities. However, we have added below three additional items to be considered by the selection committee that could alter the final cost of the contract:

- In question 10 regarding communication with stakeholders, we have proposed that an online forum could be held via mySidewalk, MetroQuest, EngagingPlans, or a similar online engagement tool. The cost for this service is not provided in our initial cost estimate. We would need to coordinate with these companies directly in order to provide a cost estimate as their prices vary based on project size, timeframe, outreach size, etc. Alternatively, Adams County could contract with these organizations directly and the Wilson & Company Team could provide input into the questions to be asked as well as assessing the output or feedback gathered through these online forums. Typically these online platforms can range between \$5,000 and \$20,000
- In regards to questions 6 and 12 we have included in our project team Doug Dreiling who is an environmental consultant with 27 years of experience assessing and mitigating contaminated properties for redevelopment. Over the last 10 years he has been assisting municipal clients executing their EPA Brownfield Grant Programs in four states. In fact Doug was the Project Manager for Wheat Ridge's EPA Brownfields Grant project. In addition to providing the high level assessment described in Questions 6 and 12, Doug and our environmental professionals are available to provide our experience to support you with any and all tasks included in your recent EPA Brownfields Grant. This includes Phase I and Phase II Environmental Site Assessments, remedial feasibility/estimating and preparation of EPA Clean-up plans. Should this be a preferred option for the County, a separate cost estimate will be crafted based on the geographic size of the Brownfield Grant study area and the amount of additional Brownfields-related tasks the County would want our team to be responsible for.

RFP 2015.263

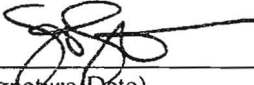
Making Connections Planning For Federal Boulevard and Transit Oriented Development (TOD) Areas Planning and Implementation Plan

Addendum One is issued to provide the attached copies of the following. **Proposal submittal date and time is unchanged.**

1. Minutes of Pre-Proposal Conference meeting held July 16, 2015
2. List of Attendees at the Pre-Proposal Conference held July 16, 2015
3. List of Plan Holders

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

ACKNOWLEDGMENT:

 7/30/15
(Signature/Date)
Steve Salazar, PE Principal
(Name and Title)
Wilson & Company, Inc., Engineers & Architects
(Company Name)
1675 Broadway, Suite 200, Denver, CO 80202
(Address)

MEETING MINUTES OF
PRE-PROPOSAL CONFERENCE FOR RFP 2015.263
Making Connections Planning For Federal Boulevard and
Transit Oriented Development (TOD) Areas Planning and Implementation Plan

Thursday, July 16, 2015 at 2:00 p.m.
4430 South Adams County Parkway
Brighton, Colorado 80601

INTRODUCTION: (Heidi Ellis)

Good afternoon, my name is Heidi Ellis; today is Thursday, July 16, 2015 time is 2:00 p.m. We are here today for a Pre-proposal meeting for RFP 2015.263 Making Connections Planning For Federal Boulevard and Transit Oriented Development (TOD) Areas Planning and Implementation Plan.

The meeting today is to assist you in preparing your proposal, answer questions you might have, and for any clarifications of RFP 2015.263 solicitation. Nothing at this conference today will change the terms of RFP unless a subsequent addendum is issued. A summary of the conference minute meetings today will be posted on Rocky Mountain E-Purchasing System, to include a copy of the attendees and plan holders list.

Introduction of County Representatives in attendance:

Janell Flaig, Project Manager, 720.523.6054
Long Range Planner, Office of Long Range Strategic Planning

Abel Montoya, Director, 720.523.6054
Long Range Planner, Office of Long Range Strategic Planning

Rahsaan Richard, RTD Representative, 303.299.6260
DBE/SBE Project Manager & Compliance Officer
Small Business Office of Civil Rights Division Regional Transportation District

Heidi Ellis, Purchasing Agent II, 720.523.6053
Finance/ Purchasing Department

Overview of Project Scope of Services (Abel Montoya)

The Power Point presentation that was presented on July 16th is attached as a separate file and reference as Attachment Two of the Addendum. Please click on the photo to begin the slide show.



Federal Requirements (Rahsaan Richards)

Please contact Rahsaan Richard, RTD Representative, DBE/SBE Project Manager & Compliance Officer, Small Business Office of Civil Rights Division Regional Transportation District at 303.299.6260, for more information.

REVIEW OF RFP AND AGREEMENT (Heidi Ellis)

At this time, I would like to go over sections of the solicitation that are important, and must be returned with your submitted proposal.

If you have a copy of the solicitation with you today I will identify the page numbers and the sections for easy following, and if you haven't picked up a copy of the solicitation, you can obtain a copy of the solicitation at: www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp

The RFP is due on Monday, August 3, 2015 at 3:00 p.m. All proposals must be received before or by 3:00 p.m. at 4430 So Adams County Parkway, Brighton Colorado 80601 on the 1st floor. No proposal will be accepted after 3:00 p.m.

Page 2: General Information, please review this section it talks about to prepare and submit your proposal.

- One (1) original Proposal,
- Nine (9) unbounded copies of proposal, and
- One (1) copy of Proposal formatted as a single .pdf file on CD

Offeror (Vendor) Information Form

Please review, complete, and include this page with your proposal.

W-9

Please review, complete, and include this page with your proposal.

References

Please provide three (3) reference for a similar project

Offeror's Certification of Compliance

Please review, sign, date, and include this page with your proposal.

Offeror's Statement/Signature Page

This section is where you would acknowledge any addendum(s) to the solicitation. Please review, sign, date, and include this page with your proposal.

Exhibit 1- Sample County Agreement with all the terms and conditions that will be a part of the final Agreement. Please review, and if you are awarded this project we will discuss any changes to the terms and conditions, at that time.

Scope of Services - Attachment 1: Please review the Scope of Services. This section includes the proposal evaluation criteria. If you have any questions, please reduce to writing and email all questions to the attention of Heidi Ellis at hellis@adcogov.org, by: 2:00 p.m., on Friday, July 24, 2015.

Thank you for your attention. At this time, I would like to open the floor for questions.

QUESTIONS AND ANSWERS

Q1. Plan and Scope of Plan area and relationship to Transit Stations?

R1: Making Connections is about the Triangles of Opportunity for reinvestment, based on health issues, complete streets, economic development, and in general the areas around the station areas, not the stations themselves. This area [in Adams County] is the industrial core-an employment base that connects with the Pecos Station. The question is how to get the connections done.

Q2. Does your affordable ideologist include trailers and housing; what type?

R2: In the last couple of years there has been legislation at the state for mobile home protections and remedies regarding owners of trailer to buy the property, on which the trailer is located, or to have the Board of County Commissioners do so. The Board is in support of appropriate new development. Not gentrification of an area but revitalization of the area.

Q3. What is your ideal time line to start this project?

R3: The County has a three month process for approval including the Public Hearing. With approval in December of 2016, this will be a 16 month process.

Q4. Regarding the internal deadlines is August 31st, and the kick off meeting and the public process a firm schedule?

R4: Yes. The schedule is firm, including the Kick-Off Meeting.

Q5. Who will be on the selection committee?

R5: A review committee consisting of members, appointed by the County, will make recommendation to the County Board of Commissioners.

Q6. Where do you see housing in this area in 20 years?

R6: We would like to see a balance approach for building homes in Adams County, and to allow for aging in place. You can access the Adams County Housing Plan to read more. The balanced housing includes higher end, intermediate housing, and mixed-use urban development.

Q7. What about traffic analysis as part of this plan?

R7: In the Comprehensive Plan, Imagine Adams County, in 2012 and with RTD and DRCOG there are many existing analysis of traffic and other studies also exist for this area and we do not need more studies: look at what is already been done for these opportunity triangle areas.

Q8. Please confirm the submittal for 5% DBE requirements?

R8: DBE goals are 5%. Please refer to the solicitation attachments.

Q9. Sounds like you would not need a finance consultant?

R9: Actually, yes, we need to have creative financing to pay for all of this-the needed infrastructure requirements!

Q10. What if we have more questions?

R10: If you have any questions, please reduce to writing and email all questions to the attention of Heidi Ellis at hellis@adcogov.org, by: 2:00 p.m., on Friday, July 24, 2015.

Q11. Please clarify the Welby connection?

R11: The Welby neighbor is part of Southwest Adams County and addressed in the presentation by Abel Montoya.

Q12. How concerned are you about traffic focus?

R12: Refer to Question 7 above.

Q13. If we put our team's together, scope and DBE goal, do we need to include the solicitation outreach?

R13: Please contact Rahsaan Richard, RTD Representative, DBE/SBE Project Manager & Compliance Officer, Small Business Office of Civil Rights Division Regional Transportation District at 303.299.6260, for more information.

Q14. Please clarify the last paragraph on page one of Attachment A, it seems that something is missing.

R14: Please replace the first page of Attachment A with the correct page and use for review in preparing your proposal.

Q15. What type of individuals are you trying to attract to these areas?

R15: Growing businesses and employment

Q16. Will the presentation presented today be available?

R16: The Power Point presentation that was presented on July 16th is attached as a separate file and reference as Attachment Two of the Addendum. Please click on the photo to begin the slide show.

Q17. In reviewing the RFP for the "Making Connections Planning for Federal Boulevard and TOD Areas Planning and Implementation Plan" we see that there is a fee component mentioned in the submittal checklist and in the evaluation criteria, but not in the required proposal components. Can the County provide additional guidance on the expectations for the fee information they would like consultants to submit?

R17: Adams County is seeking an interdisciplinary team to provide expertise and analysis leading to an implementable phasing plan.... The grant is for \$150,000 with supplemental in kind contribution from Adams County of \$37,500. This is a fixed price for all work including outreach, public meeting materials, final project and associated maps, etc. and CDs." Additionally, in the evaluation criteria this is included: "Approach to proposed project, including design issues and project constraints. Project understanding. Providing creative solutions to identified challenges." Adams County expects the development of this implementable phasing plan to be cost appropriate and proposals should reflect real world context.

Q18. Can you please confirm the project professional fee budget for consultant proposals? Is it \$187,500, or \$150,000?

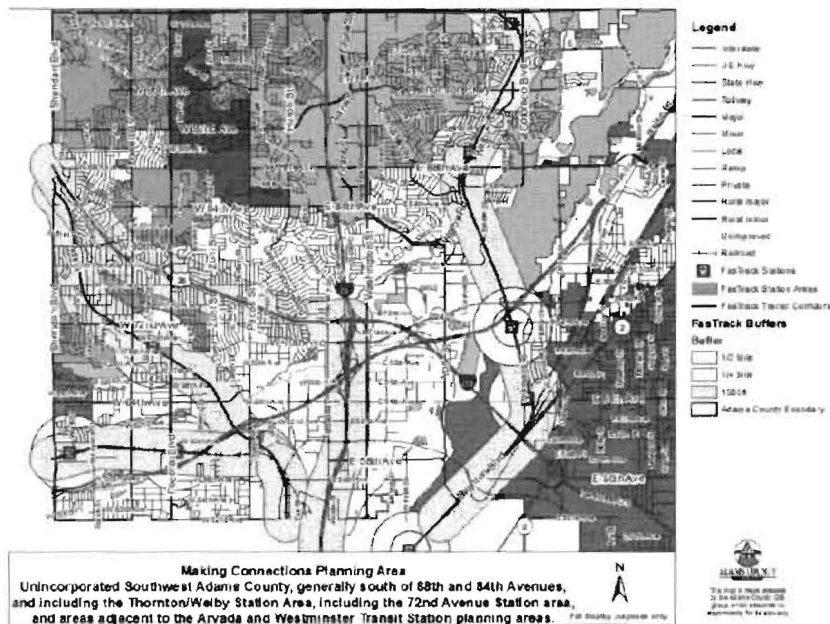
R18: Adams County is seeking an interdisciplinary team to provide expertise and analysis leading to an implementable phasing plan.... The grant is for \$150,000 with supplemental in kind contribution from Adams County of \$37,500. This is a fixed price for all work including outreach, public meeting materials, final project and associated maps, etc. and CDs."



Making Connections

A Planning and Implementation Plan and Study
For SW Unincorporated Adams County

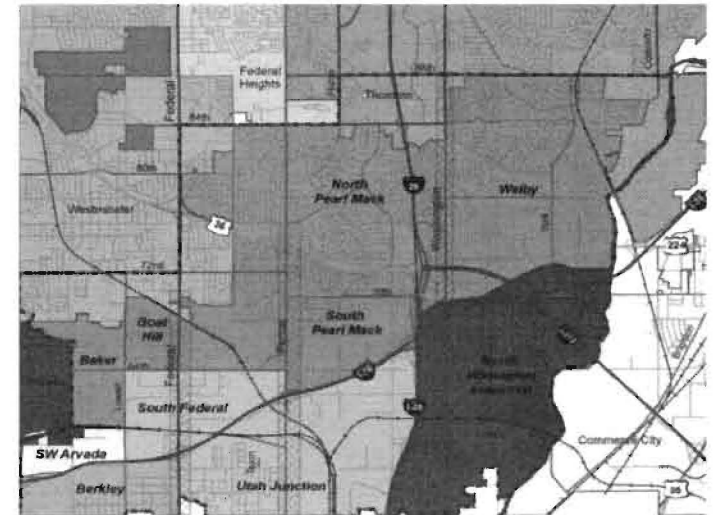
Opportunity Triangles and Areas



- Clear Creek, Pecos Station, Westminster-Federal Boulevard
- Arvada, Westminster, Pecos Station
- South of Old Thornton Station area
- North of 72nd Station

Context of Making Connections

- Berkeley Neighborhood Plan
- Welby: Where Deep Roots Grow
- The Southwest Adams County Framework for Future Planning
- Clear Creek Valley Park
- Clear Creek Transit Village Vision Plan
- The Federal Boulevard Framework Plan
- Adams County Clear Creek Valley TOD Plan
- Federal Boulevard Lighting/Median Project
- Midtown (67th and Pecos) and ARIA (52nd and Federal)
- Transit, Transit Corridors, Transit Station Areas planning



South Platte River and Clear Creek Recreation and Habitat





Making Connections

- Funding for the development of the plan is provided through a Congestion Mitigation and Air Quality (CMAQ) grant (Grant) from the Federal Highway Administration (FHWA) through the FTA and administered by RTD.
- The planning effort includes the Federal Boulevard Framework Plan area and areas adjacent to proposed rail stations.
- The Federal Boulevard Framework Plan is the initial planning phase and this second plan builds upon the work of the Federal Boulevard Framework Plan.



Making Connections Plan Scope

- Inventory and Information Gathering
- Develop a Public and Stakeholder Involvement Process
- Review Land Use, Zoning, and Design Components from plans, particularly noting those from the Clear Creek Valley TOD and Federal Boulevard Corridor Plans
- Develop an Implementation Matrix and Map



Making Connections Plan Special Deliverables

- Prioritize for redevelopment, and/or new construction, by multiple projects for a specific area by collaborating agencies.
- Create a list of forty items identified from this project that need to be done to promote and incorporate transit use and prioritize the top ten recommendations.
- Present the top 10 proposed project recommendations, each in prospectus format suitable for distribution to interested developers. Limit 2 pages per prospectus.

ATTENDEES LIST

Mr. Steve Salazar
Wilson & Company
303.501.1239

Ms. Karen Gilbert
PAGE
720.390.3030

Cheney Bostic
Winter & Company
302.884.0962

MS. Rhonda Bell
RNL
303.575.8516

Ms. Hannah Polow
Steer Davies Gleave
Hannah.polow@sdgworld.net

Mr. Elliot Sulsky
Felburg Holt and Vllfuig
[elliott.sulsky @fhueng.com](mailto:elliott.sulsky@fhueng.com)

Ms. Heidi Row
ZoZo Group
hrow@zozogroup.com

Mr. Paul Wisor
EHLERS
pwisor@ehlers-irc.com

Mr. ALan Doggett
Cunningham Group
adoggett@cunningham.com

Mr. Chris Coble
Black Label
303.506.9780
chris@blacklabelre.net

Mr. Bob Eck
MATRIX
303.572.0200
Bob-eck@matrixdesgingroup.com

Mr. Rahsaan Richard
RTD
303.299.6260
Rahsaan.richard@rtd.denver.com

Mr. Sal Birritteri
IBI Group
sbirritteri@ibigroup.com

PLAN HOLDERS LIST

Company Name (links show company information)	City	State
SM	SM	AL
Kimley-Horn and Associates, Inc.	Phoenix	AZ
Logan Simpson Design Inc.	Tempe	AZ
Cambridge Systematics, Inc.	Oakland	CA
Pacific Municipal Consultants	Rancho Cordova	CA
Environmental Systems Research Ins (Esri)	Redlands	CA
Nelson\Nygaard Consulting Associates Inc.	San Francisco	CA
bcer engineering	Arvada	CO
Britina Design Group, Inc.	Arvada	CO
Black Label - Real Estate	Aurora	CO
MIG, Inc.	Boulder	CO
Winter & Company	Boulder	CO
Felsburg, Holt & Ullevig	Centennial	CO
PKM Design Group, Inc.	Centennial	CO
Stanley Consultants	Centennial	CO
Treeless Systems	Centennial	CO
URS	Denver	CO
Matrix Design Group, Inc.	Denver	CO
HDR Engineering, Inc.	Denver	CO
Stantec Consulting Services Inc.	Denver	CO
Wilson & Company, Inc., Engineers & Architects	Denver	CO
Valerian, llc	Denver	CO
DHM Design	Denver	CO
IBI Group	Denver	CO
Civitas	Denver	CO
Otak, Inc	Denver	CO
Fehr & Peers	Denver	CO
Cunningham Group Architecture, Inc.	Denver	CO
Economic & Planning Systems, Inc	Denver	CO
studioINSITE, LLC	Denver	CO
Van Meter Williams Pollack, LLP	Denver	CO
Clarion Associates	Denver	CO
ArLand Land Use Economics	Denver	CO
ZoZo Group, llc	Denver	CO
GBSM, Inc.	Denver	CO
Rider Levett Bucknail Ltd.	Denver	CO
ENTELECHY LLC	Denver	CO
PageSoutherlandPage	Denver	CO
Leese & Associates LLC	Denver	CO



Alaska
Arizona
California
Colorado
Florida
Kansas
Louisiana
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

August 3, 2015

Adams County Government Center
Purchasing Division of Finance
4430 South Adams County Parkway, 4th Floor
Brighton, CO 80601

RE: Proposal for Making Connections, Planning for Federal Boulevard and Transit Oriented Development (TOD)
Areas Planning and Implementation Plan | RFP 2015.263

Dear Selection Committee Members,

With the future opening of RTD transit stations throughout southwest Adams County, transit will change the environment of an urbanized part of the County. With proper planning and preparation by Adams County the area will be poised to take the greatest opportunity from this major infrastructure investment. The Wilson & Company Team will provide critical planning, in-depth research, experienced analysis, and collaborate engagement for the Making Connections Plan in order to set all future infrastructure projects for success through strategic infrastructure prioritization and planning. The unique advantages our team offers include:

A Project Manager who implements excellence in his visioning for clients through urban infrastructure projects. Jim Godwin has gained the attention of our clients as he effectively prioritizes and facilitates processes with end-products that include innovative, yet resourceful solutions. Jim has worked on numerous station master plans and transit oriented development projects that are considered some of the most successful urban redevelopment projects in the Denver region. With more than 31 years of experience in the planning, design, and construction of major urban infrastructure and land development projects, Jim is an expert in the planning and phasing of infrastructure, associated with large master planned developments and TOD developments. He has lead and completed these studies and is currently preparing the same investigation on the I-25 and Broadway Street Station Area Master Plan for the City and County of Denver. Jim was heavily involved in the redevelopment of Stapleton, where he had to implement the Master Plan that he oversaw. Additionally, Jim is an expert on LID (Low Impact Development) including the use of sustainable materials and water quality. The end result of each of his projects provide Jim's clients with short-term and long-term project programming for vital pieces of infrastructure systems.

The team to produce the best results. Wilson & Company will team with **Entelechy** for land use and urban design, **Hispanidad** for community engagement and stakeholder outreach, and **Urban Integrations** for additional transportation experience and knowledge. Our proposal highlights our team's successes with similar projects and clients with needs for quality urban infrastructure planning and solutions.

As the Principal-in-Charge, I, Steve Salazar, invite you to contact me at (303) 501-1239 or by email at steve.salazar@wilsonco.com regarding any questions concerning our proposal or the ability to provide Adams County with a project beyond your expectations. Our main project office and mailing address is 1675 Broadway, Suite 200, Denver, CO 80202, and our fax number is (303) 297-2693. *We received Addenda #1 and made necessary changes to our proposal.*

WILSON & COMPANY

Steve Salazar, PE | Principal-in-Charge



1. FIRM QUALIFICATIONS

Wilson & Company, Inc., Engineers & Architects

Celebrating over 80 years of service, Wilson & Company, Inc., Engineers & Architects (Wilson & Company) is a multidisciplinary planning, engineering, architecture, surveying, mapping, and environmental firm employing staff throughout 19 offices in 13 states. We established our Denver office in 1992, and for 23 years we have been assisting local agencies with their planning and engineering needs.

Transit Oriented Development Master Planning and Development

Wilson & Company has expertise in transportation planning, traffic engineering, municipal infrastructure master planning, and the development of transit oriented development (TOD)'s throughout the Denver area. Our firm provides a unique benefit for the Making Connections Planning for Federal Boulevard and Transit Oriented Development (TOD) Areas Planning and Implementation Plan (Making Connections Plan).

**WILSON
& COMPANY**

1932 founded in
Salina, KS
S-Type Corporation



+425 employees
47 local staff

urban & transportation
planners
roadway engineers
drainage engineers
environmental



+20 years of
successful
Denver
projects

Recent experience with transportation, transit, and TOD projects will have influence on our capabilities to support the Making Connections Plan. Our firm has worked on the privately funded Yale Station Master Plan that included review and comment by the Regional Transportation District (RTD), the Welton Street Corridor Business (Utility and Drainage) Plan, and participated in the Colorado Housing Now Design Charette for the 38th and Blake Station. Wilson & Company is also currently providing final design for the 33rd Street Outfall for the City and County of Denver, to support the RTD Gold Line Construction.

Wilson & Company has completed numerous transportation projects along the C-470 corridor, Federal Boulevard Streetscape, and the Pecos Bridge replacement of I-70 for the Colorado Department of Transportation (CDOT). Our continued benefit to the team is our staff experience with the Sun Valley/Decatur/Federal Station Master Plan (for the City and County of Denver) as they prepared the master infrastructure and stormwater sustainability programs for the Master Plan. We were also involved in the transit and infrastructure planning for Denver Housing in the preparation of the South Lincoln Master Plan at the 10th and Osage Lightrail Station, aka the Mariposa Neighborhood.

Firm Vision and Management

Wilson & Company's business philosophy is consistent with our mission statement: "To be the recognized leader in providing value-added solutions to our clients." At Wilson & Company, Higher Relationships is our culture, not a catch line. We believe Higher Relationships distinguishes us as a great company. Shared ownership, collaboration, intensity, discipline, and solutions define the core values of Higher Relationships. These core values help us build strong relationships with our partners. For our clients this means making your missions and challenges our own. We strive to understand your business environment, organizational structure, responsibilities, and objectives.

Wilson & Company's Principals and Board of Directors are listed on the following page. Additional information for each principal can be found on our website at www.wilsonco.com/management.

Testimonials

"Being able to keep ahead of our schedule is due in part to their open communication, their attention to detail, and their willingness to go the extra mile. Their efforts to make sure the job is done accurately and on time should be an example for others to follow."

- Debra Carter,
Contract Land Staff

"Your dedication and commitment were the support and foundation of this process. The quality of work we have done thus far is remarkable."

- Maysa Hanna, PE
Arizona Department
of Transportation (ADOT)

"When I hired Wilson & Company to design our new facility, I instructed them to provide our children and community with the Best. They confidently and reliably met the challenge. When you ask for the BEST - when you demand the BEST - Wilson & Company delivers."

- Dwain Haynes, Superintendent
Eunice Municipal Schools



Steven D. Watt, PE

President and Chief Executive Officer
Colorado PE #24091 | Years of Experience: 31
steve.watt@wilsonco.com



Kenneth H. Hancock, ASME ASPE NCEES NSPE

Senior Vice President and Chairman of the Board
Colorado PE #27299 | Years of Experience: 27
kenneth.hancock@wilsonco.com



James A. Brady, PE

Senior Vice President and Chief Operating Officer
Colorado PE #31638 | Years of Experience: 25
james.brady@wilsonco.com



James E. Ross

Senior Vice President and Chief Financial Officer
Years of Experience: 25
james.ross@wilsonco.com



Ryan R. Branfort, RLS GISP

Senior Vice President and Board of Directors
Kansas RLS #1140 | Years of Experience: 27
ryan.branfort@wilsonco.com



Daniel S. Aguirre, PE CFM

Senior Vice President and Board of Directors
Colorado PE #44525 | Years of Experience: 27
daniel.aguirre@wilsonco.com



Michael W. King, PE

Senior Vice President and Transportation Division Manager
Colorado PE #0032870 | Years of Experience: 25
micheal.king@wilsonco.com

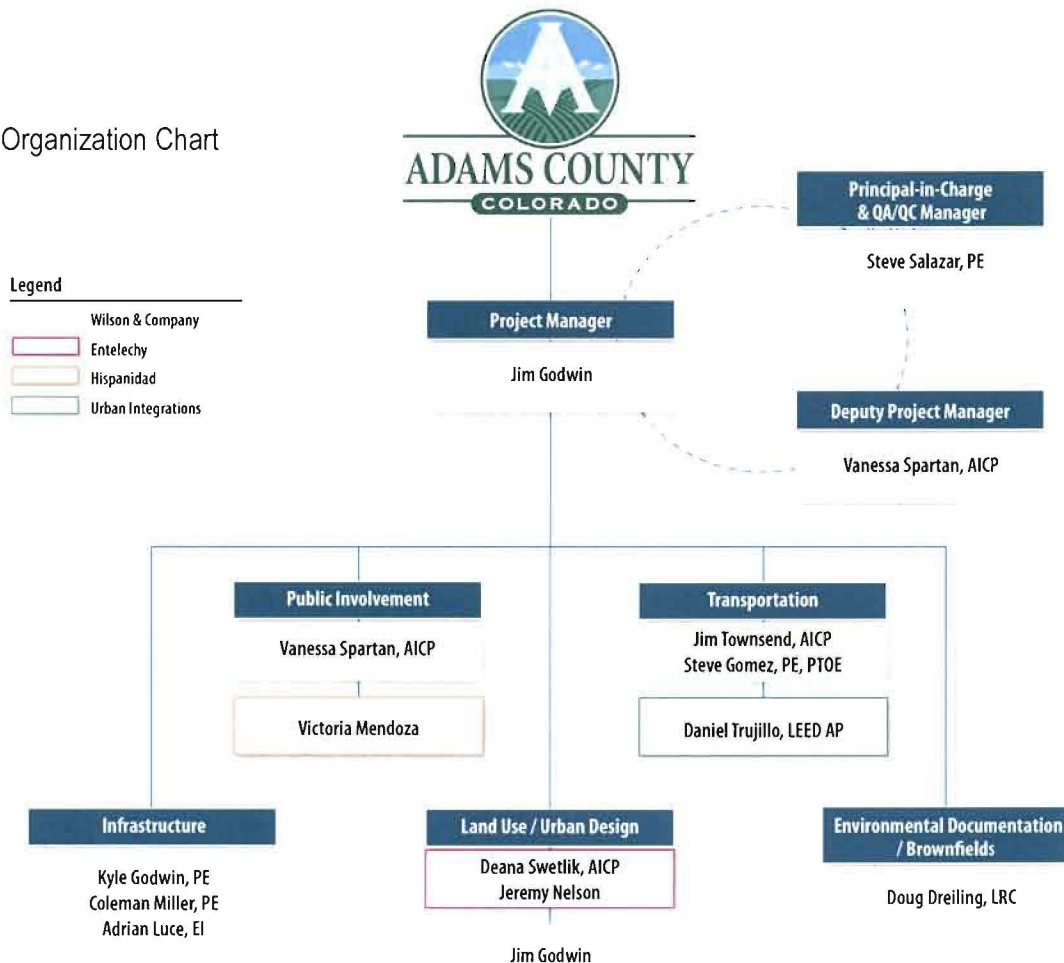
2. KEY PERSONNEL

The Wilson & Company team is organized to provide the best value for the County for the Making Connections Plan. We have formed a team who will do it right the first time under excellent and proven project management.

Organization of Project

The Wilson & Company team is organized to provide the best value for the County for this project. Each team member has a very specific role and technical skillset focused on achieving a win-win solution. The chart in Figure 1 depicts the organization of our team.

Figure 1 | Organization Chart



Project Management

Project Manager Jim Godwin and Deputy Project Manager Vanessa Spartan will be the County's key points of contact. We have custom tailored this "Co-PM" strategy specifically for the Making Connections Plan. This provides the County with both a planner and designer that are fully informed of the project scope, process, and status of all work to be conducted and ensures streamlined communication as the project evolves from information gathering and engagement into conceptual design solutions and implementation programming. Jim and Vanessa will be responsible for coordinating all information and interim deliverables to be provided by our subconsultants and will review each deliverable for consistency with the requirements of the scope prior to delivery. Qualifications for both Jim and Vanessa are provided on the following page.



Jim Godwin

Years with the Firm: 3.5

% Time Available: 50%

Project Manager & Land Use/Urban Design (Wilson & Company)

Jim has more than 31 years of experience in the planning, design, and construction of major urban infrastructure and land development projects. He is an expert in the planning and phasing of infrastructure, associated with large master planned developments and TOD developments. He has lead and completed these studies and is currently preparing the same investigation on the Broadway Street Station Area master plan for the City and County of Denver. Jim was heavily involved in the redevelopment of Stapleton, where he had to implement the Master Plan that he oversaw. Jim is an expert on LID (Low Impact Development) to include the use of sustainable materials and water quality. He recently designed one of the first water quality facilities for a streetscape project in Denver completely within the public right-of-way. His stormwater designs at the Taxi Development in Denver have been noted nationally, for the use of bio-swaes and rain gardens, to provide both detention and water quality. Jim is currently designing and overseeing the City of Greeley Fire Training Facility, Town of Hudson Library and future Town Center, Denver Housing Mariposa, and Sun Valley projects, and leads the design and construction on the three-acre Red Rocks Community College Annex parking lot improvements in Arvada.



Vanessa Spartan, AICP

AICP #154239

Years with the Firm: 3

% Time Available: 60%

Education: B.A., Urban Planning & Design,
Minor-Environmental Science,
University of Missouri-Kansas City;
Urban Planning Coursework,
Columbia University

Deputy Project Manager & Public Involvement (Wilson & Company)

With a background in community planning and urban design, Vanessa made an early career shift to focus on multimodal transportation planning. She is committed to creating a sense of place within community transportation systems. Her early multimodal transportation planning experience included conducting plans and studies for the Department of Defense and National Park Service, where she learned early that transportation is not always about how fast people can get from Point A to Point B, but that often times human behavior is a result of the environment they are traveling within. Frequently serving as the project manager for multimodal transportation planning projects, she has worked across 24 states helping communities identify opportunities and accomplish their goals. Vanessa's ability to manage and facilitate communication between government agencies, project stakeholders, and community residents has resulted in projects with widespread community support and implementable outcomes. Vanessa has formulated plans at all levels of government, has conducted technical studies and program implementation, and has facilitated numerous citizen and stakeholder outreach efforts for most of the projects she is involved. Above all, Vanessa's ability to communicate with a variety of audiences provides clients with a comfort in her developing collaborative processes for consensus/consent building with any project she is involved. Recent project experience includes the City and County of Denver (CO) I-25/Broadway Station Area Master Plan, MAG (AZ) Designing Transit Accessible Communities Study, and MAG (AZ) Multimodal Level of Service Study.

Key Team Member Qualifications



Steve Salazar, PE

Colorado PE #44471

Years with the Firm: 18

% Time Available: 35%

Education: B.S., New Mexico
State University

Principal-in-Charge & QA/QC Manager (Wilson & Company)

Over the past 18 years Steve has earned experience in all facets of civil engineering which includes, site development, hydrology/hydraulic studies and design, transportation engineering, and private and public works engineering. He specializes in the design and construction of commercial, urban, and master planned developments. Steve is recognized for his ability to work within a context-sensitive process to help clients meet their goals. He is well known for providing planning as well as analysis and design for multiple large Master Planned Communities and TOD projects. With this experience, he has provided award-winning designs for projects including sustainable site development projects, detention facilities, drainage channels, grading and drainage plans, storm water pump stations, intake structures, outfall structures, erosion control, hydrologic analysis and open channel hydraulics, scour analysis, sustainable design elements, and bio-engineering.



Victoria Mendoza

Years with the Firm: 10

% Time Available: 20%

Education: B.A., Social Communication
and Journalism
Universidad Javeriana in Colombia

Public Involvement and Spanish Translations (Hispanidad)

Originally from Colombia, Victoria is a skilled, American Translators Association-certified linguist who reads, writes and speaks flawless Spanish, English, and Italian. Since 2005 Victoria has led translation and interpretation efforts for Hispanidad, where she is responsible for working with the creative team to ensure, whenever possible, that concepts and ideas are developed and executed in Spanish (unlike many agencies which concept in English and then translate to Spanish). She also assists in "transcreation" of client's existing English campaigns to ensure the final Hispanic creative is holistically relevant to its audience. Victoria's abundant knowledge of Colorado's Hispanic and Spanish-dominant communities, as well as key communication and service points within those communities, ensures that client information is delivered in a clear, respectful, relevant and results-oriented manner.



Jim Townsend, AICP

AICP #091845

Years with the Firm: 9

% Time Available: 10%

Education: B.S., Urban and Regional
Planning, California
Polytechnic University

Transportation Planning (Wilson & Company)

Jim has over 20 years of experience with broad-based, multi-modal projects allowing him to provide national experience to clients from both the private and public sectors. His planning and operations background have provided community direction and proven cost effective sustainable solutions. Jim's transit and non-motorized experience has allowed him to integrate multi-modal elements into communities contemplating initiating or expanding multi-modal services. Jim has formulated regional plans in cooperation with state, regional, local and MPO organizations; he has developed technical studies for plan and program implementation; as well as facilitated elected official and citizen outreach efforts for committees, studies, and plans. Some of Jim's current projects include the I-25/Broadway Station Area Master Plan in Denver and the El Cajon Complete Boulevard Study for San Diego.



Steve Gomez, PE, PTOE

Colorado PE # 28040

Professional Traffic Operations

Engineer #2116

Years with the Firm: 12

% Time Available: 50%

Education: B.S., Civil Engineering,

Colorado State University

Transportation Engineer (Wilson & Company)

Steve has 29 years of experience in transportation planning and transportation engineering. He has acquired experience in virtually every aspect of transportation engineering, including traffic analysis, traffic micro-simulation modeling, preparation and QC of signing and striping, lighting, ITS and traffic signal plans and in the development of Maintenance of Traffic (MOT) plans including conducting traffic analyses to evaluate traffic operations during construction. He has managed and/or participated in projects of varying complexity and is accomplished in presenting complex analysis and results to various audiences and building consensus around solutions to transportation challenges. In order to satisfy FHWA and local agency requirements for projects, he has prepared Interstate Access Request (IAR) reports, Access Justification Reports (AJR), Categorical Exclusions (CATEX) and MIMR.



Daniel Trujillo, LEED AP

LEED AP Leadership in Energy &

Environmental Design

Years with the Firm: 2

% Time Available: 60%

Education: B.S., Civil Engineering,

University of Colorado

Transportation Engineer (Urban Integrations)

Daniel is a results-oriented leader adept at identifying opportunities and executing cutting-edge strategies. He is an experienced consulting engineer with demonstrated successes developing and leading top performing teams. Daniel's expertise in civil engineering includes projects involving transportation planning, sustainable design, light rail, traffic engineering, roadway design, station design, and construction management. Similar project experience has included the Production of Transportation and engineering plans for the City and County of Denver Roadway Improvements and the design of the Fast Tracks Light Rail Expansion project for the RTD.



Kyle Godwin, PE

Colorado PE # 47646

Years with the Firm: 3

% Time Available: 20%

Education: BS, Civil Engineering,

Gonzaga University

Infrastructure Engineer (Wilson & Company)

Kyle has over seven years of experience with planning, design, and construction of various land developments including single and multi-family residential projects, commercial projects, industrial projects, and mixed-use projects. He has provided engineering services for a variety of projects ranging from planning, studies, feasibility studies, preliminary and final design, and design-build projects for numerous agencies and municipalities in the Denver area and surrounding regions. As one of our Project Managers in Denver, Kyle is currently working on a multitude of high-density development and municipal projects throughout the metropolitan area. He is currently designing and overseeing the Hampden Heights School project, the Great Divide Brewery project, multiple multi-family residential projects including the Renaissance at North Colorado Station apartments, and the Terraza del Sol apartments.



Doug Dreiling, LRC

Oklahoma LRC #1777

Years with the Firm: 1

% Time Available: 20%

Education: M.S., Geology, Fort Hays
State University;
B.S., Geology, Fort Hays
State University

Environmental Documentation / Brownfields (Wilson & Company)

Doug has served public and private sector clients as an environmental consultant for 26 years. His technical responsibilities include project and program management, developing and implementing consulting strategies, quality assurance/quality control and loss prevention review, regulatory negotiations, and public relations. His technical specialty is urban redevelopment of environmentally-impaired properties (brownfields). This includes overall responsibility for environmental due-diligence, assessment, and remedial actions for numerous large urban redevelopment districts. Over his career, he has assessed and remediated more than 700 contaminated properties addressing a wide range of regulated substances. Doug has substantial urban experience, including the City of Wheat Ridge, CO EPA Brownfields Program Environmental Assessment and Redevelopment Consulting.



Deana Swetlik, AICP

Years with the Firm: 7

% Time Available: 30%

Education: M.S., Architecture,
University of Wisconsin;
M.S., Urban Planning,
University of Wisconsin;
B.S., Architecture,
University of Wisconsin

Land Use / Urban Design (Entelechy)

Deana is an urban designer and planner who has worked in 15 states on more than 50 regeneration plans for communities similar to Adams County. Deana leads a development focused practice with a very strong urban design underpinning, all within a holistic lens that provides clients with a win-win final plan. During her 20+ year career, she has led public meetings with anywhere from 4 to over 400 participants, and is seasoned in garnering consensus amongst project staff and steering committees. Deana focuses on the critical land use and transportation systems connections, and balances vision with development reality. She has worked on nearly 15 rail-specific transit planning and design efforts across the nation. Deana is familiar with the Welby area as she completed an Urban Center Plan for the area immediately north of this for the City of Thornton. She is also familiar with the Federal Boulevard area as she just completed work with the Adams County Housing Authority on their land holdings at Westminster Station.



Jeremy Nelson

Years with the Firm: 2

% Time Available: 30%

Education: M.A., Urban Planning,
University of California;
B.A., History, Reed College

Land Use / Urban Design (Entelechy)

Jeremy has worked in both the public sector and private sector, with a focus on multimodal transportation plans, transit station / TOD access management plans, complete streets design, and parking/transportation demand management plans. Throughout his 15-year career in the urban planning and development fields, he has led projects in communities of all sizes, with a focus on creating forward-thinking and implementable plans that gracefully accommodate the needs of all modes, help diverse stakeholders arrive at consensus on their transportation priorities, and target public-sector transportation investments that will best incentivize private-sector real estate development. Jeremy has contributed to station area plans/TOD projects, multi-modal corridor/streetscape design plans, and parking management/TDM studies.

3. STATEMENT OF QUALIFICATIONS

Similar Project Experience

Our Team of urban and transportation planners, engineers, and public involvement and environmental professionals have delivered numerous studies and plans that provide real solutions to set future projects up for success. Our Team works regularly with City and County Public Works Departments on redevelopment projects and we are well versed in their requirements, procedures, and practices. Additionally, we have LEED accredited professionals who have completed many LEED certified projects of various sizes, and who strive for sustainable design every day. The following three projects highlight the qualifications of our Team through our work on similar types of projects.

I-25/Broadway Station Area Master Plan

Denver, Colorado | Wilson & Company



Project Description

Wilson & Company is working with the City and County of Denver to assist in developing the I-25 and Broadway Station Area Master Plan for the most significant LRT transit stations on the FasTracks system. The plan is being developed to identify and make recommendations for development infrastructure, parking, bicycle and pedestrian accommodations, mobility, access, land use, open space, economic development. The Master Plan will include a set of development and implementation strategies to guide this critical transit oriented development in the Denver metropolitan area. *Key Team Members: Jim Godwin (Designer), Vanessa Spartan (Transportation Planner), and Jim Townsend (Transportation Planner).*

Federal Boulevard, Alameda Avenue to 5th Avenue

Denver, Colorado | Wilson & Company



Project Description

As part of a heavily blended CDOT team working with City & County of Denver (CCD) staff, Wilson & Company assisted CDOT Region 1 with the final design of the widening and reconstruction of Federal Boulevard from Alameda Avenue to 5th Avenue. Adding an additional travel lane and a raised landscaped median required numerous right-of-way acquisitions, full and partial; and extensive coordination with the CCD to relocate, consolidate, or eliminate accesses and design the 70+ new driveways. Wilson & Company also designed the new storm sewer system to meet water quality permit requirements, while consolidating water quality treatment locations to reduce permanent right-of-way acquisitions. The outfall of the new storm system ties in with the new improvements at the Barnum Park area, which involved coordination with CCD Parks & Recreation and their design consultant. There was also extensive utility coordination with CDOT and all utility owners to identify impacts with the new drainage system and schedule relocations prior to, and during construction. The corridor has well defined pedestrian crossings with wider sidewalks, including amenity zones to provide more separation between vehicles on the new roadway, and provide pedestrians with updated street lighting. *Key Team Members: Steve Salazar (Principal-in-Charge) and Steve Gomez (Transportation Planning).*

13th and Wadsworth Station Planning and Design/Union Boulevard Next Steps

Lakewood, CO | Entelechy

Project Description

Entelechy led a team that provided land planning, urban design, market and economic analysis, and multi-modal transport system planning for the Wadsworth Station on the W Line. The team worked closely with the City and RTD to identify several alternative redevelopment scenarios surrounding the station. The 53-acre study area accommodates park-n-ride facilities totaling 1,000 spaces. The desire is to transform the area around the station into a mixed-use urban village that can appropriately complement and connect to recent and potential redevelopment along Colfax Avenue. Planning principles were identified and agreed upon early on by both the City and RTD; principles later utilized for analyzing and prioritizing the alternatives. The alternative development scenarios explored opportunities to split RTD's parking on more than one site and provide mixed use public-private partnership opportunities. Non-vehicular connectivity strategies were recommended to provide a pedestrian scaled vibrant district. An order of magnitude feasibility study was completed for each alternative that identified estimated project value, estimated cost, the resultant project margin, or gap, in each case; and finally potential contributions to minimize the gap. Entelechy also was involved with the "Next Steps" study around the Union Boulevard/Federal Station on the W line, analyzing redevelopment potential, and identifying key first/last mile connections. *Key Team Members: Deana Swetlik (Project Manager).*

4. PROJECT LIST AND REFERENCES

In addition to the three projects presented in the previous section, our team has additional project experience with similar projects in nature to the County's proposed project. A summary of each firm's relevant project experience is listed below. Additional information for each project is available upon request.

References

We have included client references for your use in verifying our Team's commitment to client accessibility, control of costs, quality of work, and ability to meet schedules. We encourage the County to contact the references listed below.

Colorado Department of Transportation, Region 1

(Federal Boulevard, Alameda Avenue to 5th Avenue Project)

Contact: Katie Dawson

p: (303) 398-6734

e: katie.dawson@dot.state.co.us

City and County of Denver

(I-25/Broadway Station Area Master Plan Project)

Contact: David Gaspers, Project Manager

p: (720) 865-2936

e: David.gaspers@denvergov.org

City of Lakewood

(13th and Wadsworth Station Planning and Design/Union Boulevard Next Steps Project)

Contact: Roger Wadnal, Comprehensive Planning and Research Manager

p: (303) 987-7519

e: rogwad@lakewood.org

Wilson & Company

- Yale Station, Master Plan and Phases 1 & 2, Denver, CO
- University Station, Mile High Development; in conjunction with agreement with RTD, Denver, CO
- 10th/Sheridan, Urban Land Conservancy and RTD, Denver, CO
- 38th and Blake, Urban Land Conservancy, Denver, CO
- 63rd Street CIP, Kansas City, MO
- Waterfront Red Car Line Implementation Program Development, San Pedro, CA
- Designing Transit Accessible Communities, Maricopa County, AZ
- Sidewalk Master Plan & Stormwater Master Plan
- Comprehensive Plan, City of Peculiar, MO
- Area Transportation Plan, City of Maricopa, AZ
- Master Walking and Biking Plan, City of Colby, KS
- McCartney Road and Eleven Mile Corner Road Planning and Environmental Linkages (PEL) Study, City of Coolidge, AZ
- Southern Boulevard Preliminary Design: Bicycle & Pedestrian Safety, City of Rio Rancho, NM
- Intersection Enhancements: Bicycle & Pedestrian Safety, City of Albuquerque, NM
- Comprehensive Plan, City of Blue Springs, MO
- Bicycle & Pedestrian Master Plan, City of Hutchinson, KS

Entelechy

- 13th and Wadsworth Station Area Planning and Design, Lakewood, CO
- Park 367 (arista) Station Area Plan Design and Entitlements, Broomfield, CO
- Adams County Housing Authority – Westminster Station Land Holdings, Adams County, CO
- Union Boulevard/Federal Center Station Next Steps, Lakewood, CO
- South Lincoln/La Alma Station Transport/Parking Strategy, Denver, CO

Hispanidad

- Colfax Corridor Connections, Denver, CO
- 6th Ave Parkway Extension, Arapahoe, CO
- 38th and Blake Project TO-1, Denver, CO
- Eastbound I-70 Peak Period Shoulder Lane, Clear Creek County, CO
- Metro Wastewater Northern Treatment Plant, Weld County, CO

5. SUBCONTRACTORS

We have supplemented our strong team with subconsultants who have expertise in their respective fields in order to provide the County with all of the services required for this project. Entelechy, a DBE firm, will lead the land use/urban design aspect of the project. Wilson & Company has a current relationship with Entelechy from working on the Canyon City Streetscape Program. Hispanidad will assist with public involvement efforts as well as engaging the spanish speaking population within the project study area. Urban Integrations will provide Transportation assistance. Qualifications for each firm are provided below.

Entelechy (ENT)

Entelechy (en-'te-le-kē) a DBE-certified company, is an urban design based firm that provides land planning, design, and development services for public, quasi-public and private sector clients nationwide. The firm focuses on urban regeneration and sustainable urbanism. Entelechy professionals are particularly adept at exhorting 'out-of-the box' thinking amongst team members and generating alternatives that provoke the in-depth discussion and debate necessary to ultimately come to a preferred direction that is win-win for the client and community. They practice an inclusive, collaborative approach that engages clients, design professionals, and technical specialists to achieve exemplary results that are both innovative and implementable.

Hispanidad

Hispanidad (a division of Heinrich Marketing, Inc.) provides integrated marketing services to reach the growing and profitable multicultural market in the U.S. Headquartered in Denver since 1977, they are a Colorado-based company with experience in marketing and advertising for local, national, and international accounts. Hispanidad has been a driving force in helping diverse companies understand the nuances of and profit from this rapidly growing segment. They offer the full spectrum of marketing and advertising services including: strategic planning, consumer research, print and broadcast advertising, direct response marketing, digital strategy and implementation, and media planning and placement. Services related directly to reaching diverse consumer segments include:

- Translation/transcreation
- Public relations
- Media training
- Cultural competency training
- Event marketing and sponsorship consultation
- Grassroots outreach
- Social marketing

Urban Integrations

Urban Integrations is a DBE transportation consulting firm dedicated to creating compact, multi-modal, and mixed-use communities with a variety of housing and transportation options. The firm captures the environmental, social, and economical value of integrating urban development with transportation. Their background in all facets of transportation planning combined with knowledge of real estate, finance, and sustainability provides the tools to implement smart growth strategies.

entelechy
taking potential to reality

consultant's with
**Urban Transit
Planning**
project experience

h
hispanidad

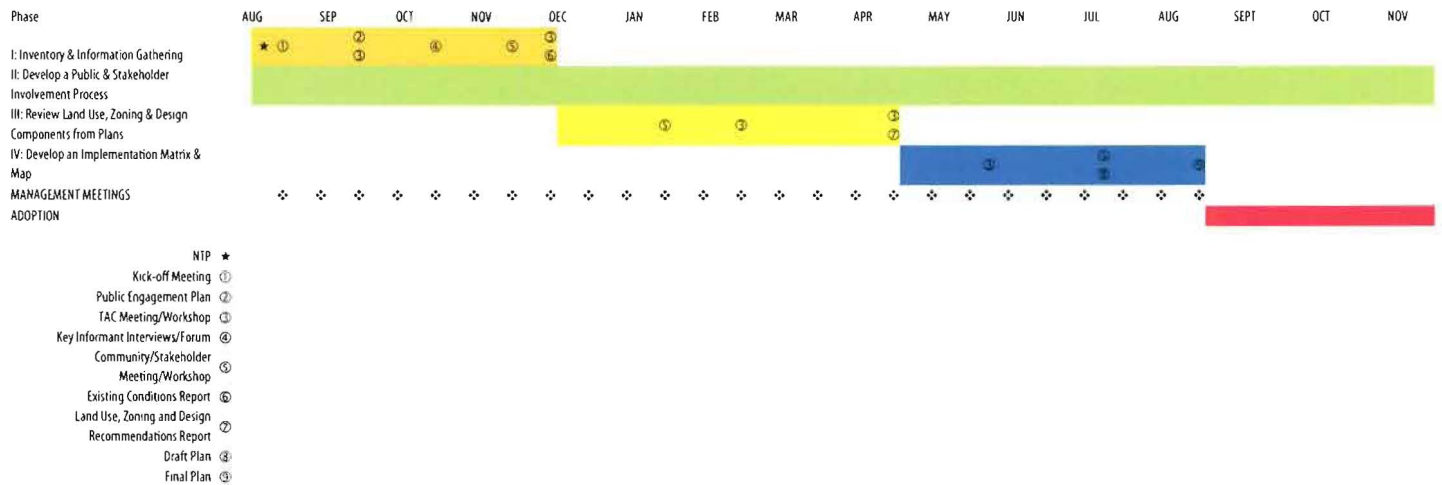

URBAN INTEGRATIONS

6. PROJECT APPROACH

Project Schedule

Provided in Figure 2 is a summarized schedule for how each Phase will be executed throughout the Project Timeline. The schedule also includes key meeting and deliverable milestones throughout the project process.

Figure 2 | Proposed Project Schedule



Philosophy, Approach, and Awareness

In accordance with the RFP, our proposal includes a discussion of Project Understanding and provides a task-by-task Proposed Approach. Provided in this section of our submittal is our **Understanding** of the Making Connections Plan area broken up into subject matter or technical discipline. These sections include: **Public Engagement; Urban Design and Development; Multimodal Circulation and Connectivity; and Drainage, Utilities, and Green Infrastructure**. The **Proposed Approach**, including deliverables and milestones, is provided later in this submittal.

Project Understanding

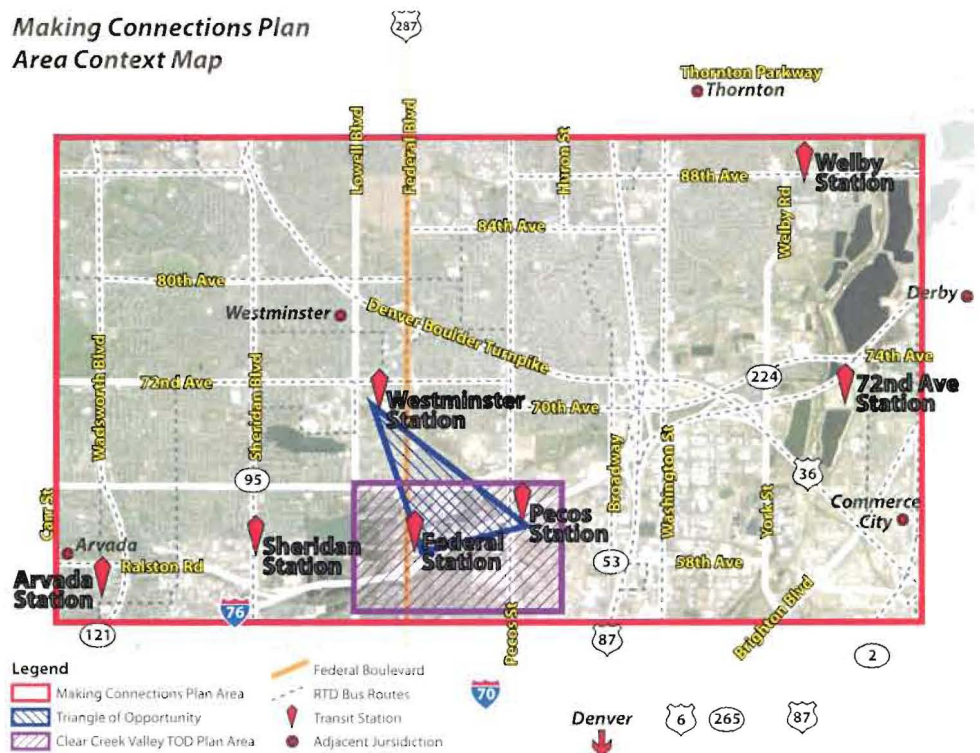
The Making Connections Plan is focused on formulating a sound and rational basis for guiding development and supporting infrastructure in the plan area of unincorporated Southwest Adams County. The plan area, including the "Triangle of Opportunity," will become manifest with construction of the future Pecos, Federal, and Westminster stations as part of the regional FasTracks commuter rail system. It is intended that the Plan provide the Adams County Office of Long Range Strategic Planning with an implementable phasing plan for the plan area, allowing it to proceed with improvements to infrastructure, identify land use guidelines, stimulate economic development and housing, and establish appropriate design and zoning guidance for future development actions.

The focus of this current study, in addition to development of the Triangle of Opportunity, is connectivity between and among the several stations within the plan area, as well as definition of other opportunity sites between stations within the plan area, in particular Federal Boulevard between the Clear Creek/Federal station area and Westminster station area to the north. The Making Connections Plan will require the acquisition of solid understanding of the connectivity issues within the plan area, as well connections to the regional transportation system. Connectivity analyses should consider the following movements:

- Between Clear Creek/Federal, Pecos, and Westminster stations;
- Between the 60th Avenue & Sheridan Boulevard/Arvada Gold Strike, Westminster, and Pecos stations;
- South of the Original Thornton/88th Avenue station area; and
- North of the 72nd station area.

The Making Connections Plan will build on the findings and recommendations from previous planning activities, including: Clear Creek Valley TOD Plan (June 2009), which was adopted as an amendment of the Adams County Comprehensive Plan, and the Federal Boulevard Corridor Framework Plan (fall 2014). The Making Connections Plan will take significant issues, findings, and recommendations from these plans and other applicable planning studies affecting the plan area, such as the Adams County Comprehensive Plan, to create a framework for decision-making to guide future and more detailed planning activities and implementation of development strategies.

**Making Connections Plan
Area Context Map**



The visions and goals established by the Clear Creek Valley TOD and Federal Boulevard Corridor Framework Plans will be synthesized and amalgamated with the objective of attaining a higher quality of life for all residents and businesses as well as stimulate positive social and economic outcomes for the region as a whole.

The result of the plan activities will provide a comprehensive, organized program of proposed projects/programs designed to take advantage of the regional rail investments in the plan area. Redevelopment needs will be prioritized by area/community by examining the needs of Berkeley, Welby, Clear Creek Valley, Federal Boulevard, Midtown (67th and Pecos), and Southwest Adams County. The projects/programs will be subject to examination and discussion through engagement of the general public, key stakeholders, and collaborating agencies (e.g., CDOT, cities, RTD, DRCOG). Each project/program will be identified with respect to the contribution the new regional rail investments will make to the areas/communities and how that can be leveraged into additional investments. All solutions should be resourceful and provide Adams County with the “best bang for the buck” on infrastructure investments. It is understood that the Making Connections Plan is an essential step in the County's continuing efforts to improve the lives of residents and visitors, support business activity, encourage economic development efforts, and promote environmental stewardship. To this end, Adams County has instituted a number of projects and programs to improve conditions with the anticipation the benefits associated with rail services will augment the efforts. The Making Connections Plan and study provides the platform for more detailed analysis to enable the County to maximize the benefits associated with this major investment in the regional transportation infrastructure.

Proposed Approach

The Wilson & Company approach is intended to define your goals and objectives for the project, and to implement those objectives in a timely, professional, and responsible manner. This section of the proposal outlines our proposed approach to carrying out the Making Connections Plan process. The following scope of work provides a task-by-task outline of how our team will develop a Final Plan that addresses issues identified previously in this submittal and additional issues we are sure to discover throughout the planning process. This process allows for discovery as Adams County and the consultant team weigh decisions throughout the planning process. We have summarized proven methods for bringing a local development and infrastructure plan to implementation, including:

- Task I. Inventory and Information Gathering;
- Task II. Develop a Public and Stakeholder Involvement Process;
- Task III. Review Land Use, Zoning, and Design Components from Plans; and
- Task IV. Develop an Implementation Matrix and Map.

I. Inventory and Information Gathering

The initial Inventory and Information Gathering Phase involves a two part process of researching existing plans and policies and determining infrastructure capacities for proposed land use and development changes in the Making Connections Planning Area and Triangle of Opportunity, including the Pecos, Arvada and Westminster station areas, Federal Boulevard, and the Clear Creek Valley TOD Planning Area. These tasks are aimed at providing the required background understanding of policy decisions and regulatory requirements related to planning for improvements in the study area and provides an understanding of constrained infrastructure that would have a potential impact on proposed strategies. We have taken the task list identified in the RFP and summarized it into action, geographic area, focus, and goal statements.

Action	Geographic Area	Focus	Goal
Review Plans/ Studies	Making Connections Planning Area	Planned and Desired Changes	Establish baseline understanding of planned and desired changes and improvements including land use, transportation, drainage, and other physical features. Previous plans include: <ul style="list-style-type: none"> ▪ Federal Boulevard Framework Plan (including Health Initiatives Assessment); ▪ Creak Creek Valley TOD Plan; ▪ Southwest Adams County Framework Plan for Future Planning; ▪ DRCOG Metro Vision 2035 (including the Growth and Development Supplement); ▪ Berkley and Welby Neighborhood Plans; ▪ Adams County Housing Plan; and ▪ Adopted Plans by Adjacent Municipalities.
		Planned Infrastructure	Establish baseline understanding of existing planned infrastructure improvements (next 6 years) related to roadway, sidewalk, storm sewer, water, and sanitary sewer that are funded by Cities, Adams County, DRCOG, developers, and school districts.
		District Service Boundaries	Determine service boundaries for utility districts (water and sanitation districts) and business districts and identify their recent and future investments or upgrades
Review Data/ Information	Making Connections Planning Area	Population/ Demographics	Establish baseline understanding of current population and demographics and projected changes within the year planning horizon.
		Land Use/ Zoning	Review land use and zoning and identify areas that are either in transition or are anticipated to change.
		Infrastructure Systems	Establish baseline of infrastructure network/systems Including: pedestrian circulation and HCP access; bike and trail systems and access points; Safe Routes to School (SRTS) opportunities; lighting (street and pedestrian) along key routes; traffic control, movement and safety issues along key routes, parking (on-street); and above ground utilities and wires locations.

Action	Geographic Area	Focus	Goal
Inventory	Federal Boulevard, Triangle of Opportunity, and Clear Creek TOD Planning Area	Vacant Lots	Establish baseline of vacant lots as available land for development/redevelopment along Federal Boulevard.
		Right-of-Way	Inventory Federal Boulevard ROW to determine potential for roadway improvements along Federal Boulevard and transit corridor areas.
		Brownfields	Initial identification of brownfield site and remediation status including: Phase 1 assessments, Tier II parcels, sites in remediation, sites that have not been assessed, and sites that are employment locations.
		Infrastructure	Inventory existing water, sewer, and street infrastructure.
		Housing	Review housing stock to determine at risk residential areas.

Deliverables/Milestones

- Conduct Project Kick-off Meeting with Adams County Staff by August 31, 2015.
- Cost Savings:** Adams County to gather and compile all relevant plans and data sets to deliver to consultant team (County in-kind contribution)
- Technical Advisory Committee (TAC) Kick-off Meeting
- Website/Newsletter Materials
- Key Informant Interviews/Forum(s)
- Community/Stakeholder Meeting (present findings, collect additional information)
- TAC Workshop (present findings, collect additional information)
- Existing Conditions Report

outreach strategies that have been proven successful in the Denver region to identify tentative outreach strategies that coincide with project deliverables and the project schedule. The recommended outreach activities include the following:

- TAC
- Community/Stakeholder Meetings
- Key Informant Interviews/Forums
- Website/Newsletter/Mailing Lists
- Spanish-speaking Stakeholders

Technical Advisory Committee (TAC): The TAC is charged with data compilation, stakeholder identification, and vetting the Draft and Final Plan against existing agency policies and plans. TAC meetings and updates provide for an organized communication structure between the consultant team, County staff, and any additional outside agency representatives that the County sees as critical. We anticipate the TAC to include RTD, DRCOG, CDOT, and the following Adams County Departments including Transportation, Drainage, Parks and Open Space, Economic Development, Neighborhood Services, and Planning. We anticipate a minimum of three meetings with the TAC including presentation and feedback collected after Phases I, III, and IV; additionally, we encourage the TAC to meet or be provided with an update approximately every four to six weeks as progress is being made on the project and prior to any public outreach activities.

Community/Stakeholder Meetings: Communicating with area stakeholders (including businesses and residents) is a great way of gaining additional input from individuals or organizations that have a vested interest in the community. This

II. Develop a Public and Stakeholder Involvement Process

This project process provides Adams County, RTD, citizens, business owners, and other project stakeholders a framework to define the goals, objectives, and priorities for infrastructure priorities in the "Triangle of Opportunity". Our team looks forward to collaborating with City staff and stakeholders to facilitate an inclusive and transparent process. Throughout the planning process, a series of public and stakeholder outreach activities will be conducted. The ultimate goal of the outreach effort will be to provide educational materials and ensure opportunities for stakeholder and public feedback which will allow for greater support and community ownership of the resulting recommendations. The outreach process provides citizens, affected public agencies, and other interested parties with reasonable opportunities to be involved in the planning process. Our team has utilized knowledge and experience gained from previous planning endeavors as well as

engagement process will help inform the consultants of their particular plans for their neighborhoods' or organizations' future and how infrastructure improvements might best support their goals. Additionally, conversations with the businesses or commercial property owners will help the consultants understand how infrastructure improvements should be strategically timed and executed to provide the least disturbance to their businesses and operations. Ultimately the feedback received from the neighborhoods, businesses and organizations augments findings of the consultant team and conversations with the TAC.

Key Informant Interviews/Forums: Held during Phase I of this project process, Key informant Interviews or Forums will be scheduled with specific organizations that have a vested interest in the success of the Making Connections Planning Area. These interviews or forums should be held with adjacent jurisdictions as well as specific organizations, including Tri-County Health Department and Urban Land Institute Colorado. Additionally, we encourage meeting with adjacent jurisdictions to determine how future anticipated development may impact the transportation and infrastructure network within the Triangle of Opportunity and the Making Connections Planning Area. At a minimum we anticipate meeting with the following jurisdictions: Westminster, Thornton, Commerce City, Arvada, and Denver. We anticipate that members of the TAC may want to add additional jurisdictions or organizations to the interview/forum list. The Key Informant Interviews/Forums will be finalized during the Project Kick-off.

Websites/Newsletters/Mailing Lists: A number of resources can be used to inform the general public of the project process and the ultimate infrastructure recommendations. We propose use of the County's website to display public information materials, the project schedule, and project contact information. Additionally, dissemination of project newsletters can be used to keep the public informed on project status and to share insightful information learned throughout the project process. Newsletters can be disseminated via mailing address (or email if provided) to all addresses located within the project Triangle of Opportunity and to project stakeholders. The Wilson & Company team understands that Adams County will be primarily responsible for creation and maintenance of the following products, with content provided by our team: project website, press releases, online interactive presence, and periodic project updates via

the project website, emails and newsletters. The Wilson & Company team will be responsible for the production of all materials associated with the Meetings which are outlined by Phase in our Project Approach.

Spanish-speaking Stakeholders: Our teaming partner, Hispanidad, is a sought after expert in communication and public involvement with Spanish-speaking populations. Their previous project experience in the Denver region includes Colfax Corridor Connections for Denver County, 6th Avenue Parkway Extension for Arapahoe County, 38th and Blake Project TO-1 for Denver County, Eastbound I-70 Peak Period Shoulder Lane for Creak Creek County, and Metro Wastewater Northern Treatment Plant for Weld County. Through Hispanidad's experience on these planning and infrastructure projects they are well aware of what strategies have worked well for various communities throughout Denver. They have previous experience with community outreach serves with a special emphasis on engaging low-income and Hispanic and African-American communities. Possible strategies for outreach to Spanish-speaking stakeholders include public meeting translation services, fact sheets, hotline scripts and voice recordings, open house invitations, project websites, and media events for Spanish media.

Deliverables/Milestones

- Project Kick-off with TAC to finalize Public & Stakeholder Involvement Process by September 30, 2015.
- **Cost Savings:** Adams County to help identify Key Informants and Stakeholders (County in-kind contribution)
- Public & Stakeholder Involvement Plan
- Schedule and conduct meetings including Community/ Stakeholder Meetings and Key Informant Interviews/ Forums
- Prepare public information materials (website, newsletters, and display materials)
- Spanish translation services and presentation materials as determined through finalization of Public & Stakeholder Involvement Plan
- **Cost Savings:** Print production and distribution of meeting announcements and meeting materials (County in-kind contribution)

III Review Land Use, Zoning and Design Components from Plans

Deana Swetlik of Entelechy will serve as the task lead on the review of land use, zoning, and design components. Summarized in the table below are the key tasks to be conducted in Phase III. The workshops identified in the milestones listed below are intended to provide team-related, collaborative interaction and guidance relating to land use, zoning and design components. This task is strategic in nature to help work towards developing a preferred, implementable solution(s).

Action	Geographic Area	Focus	Goal
Analyze and Recommend	Making Connections Planning Area (commercial corridors and transit areas)	Form Based Code	<ul style="list-style-type: none"> Analyze for potential application of bulk and massing forms to create character areas and establish a sense of place.
	Triangle of Opportunity and other opportunity sites	Zoning	<ul style="list-style-type: none"> Review existing zoning. Determine what other zoning might be more appropriate for economic development and/or affordable housing goals.
Review, Collaborate and Recommend	Federal Boulevard	Street Interface	<ul style="list-style-type: none"> Review possible interface features. Collaborate with neighborhood groups (stakeholders) to identify streetscape/street wall interface features or components. Develop basic/common design themes.
Review and Recommend	Clear Creek and Pecos Areas	Design Standards	<ul style="list-style-type: none"> Review existing design standards and determine implementation strategy. Determine if standards can apply to other station areas.
Review, Collaborate and Recommend	Thornby/Welby and 72nd Avenue Station Areas	Design Standards	<ul style="list-style-type: none"> Review design components of existing plans. Collaborate with stakeholders on potential solutions. Recommend design standards for two station areas and implementation strategy.

Deliverables/Milestones

- Street Interface and Design Standards Workshop with Stakeholders
- Focus Area Workshop with TAC (present findings, collect additional input)
- Land Use, Zoning and Design Recommendations Report
- Cost Savings:** Adams County to coordinate meeting space(s), meeting notices, and additional meeting print materials. (Adams County in-kind contribution)

IV Develop an Implementation Matrix and Map

The Wilson & Company team, including subconsultants, will work in a collaborative process to identify the ideal strategies for implementing recommendations identified in previous phases of this project. The text that follows summarizes our approach to developing a phasing strategy, addressing funding solutions, and producing a Draft and Final Plan. A table is provided at the end of this description summarizes the tasks to be undertaken through this process. Provided below are summary descriptions of three key items associated with Phase IV: Phasing Strategy, Funding Strategy, and the Draft & Final Plans. The table that follows summarizes the tasks associated with Phase IV including action, geographic area, focus, and goal.

Phasing Strategy: This task addresses the development and production of a plan targeting short-term and long-term implementation goals. In order to provide a sustainable, strategic and cost effective approach for the implementation of the identified improvements, a plan that prioritizes the projects based on severity and cost-benefit should be developed. We will work with the County to develop scoring criteria for each project based on factors including: proximity to destinations or focus areas, roadway functional class, network gaps, outside funding eligibility, project construction impacts, and project cost. Funding strategies will be assessed by the team. Wilson & Company will provide input into the following strategies to assist

in developing an overall implementation plan: public investment, private investment, partnerships, equity strategies, market or fiscal feasibility, and priority implementation items.

Funding Strategy: Wilson & Company has a long history of funding assistance and leadership in communities throughout the nation. All communities have capital projects and operations and maintenance needs that have been identified, but are dependent upon acceptable funding in order to be implemented. Recently, the availability of funding for municipal infrastructure improvements has become more limited and the level of competition for these limited funds has become more intense. With that said, the Wilson & Company team is a leader in this area of funding assistance. While state transportation funding has become much more constrained, we anticipate providing the County with a Final Plan that will successfully position the County for future funding from a number of sources including Title 32 and Tax Increment Financing (TIF), Community Development Block Grants (CDBG), Private Activity Bonds, Colorado Department of Local Affairs (DOLA), Federally-competitive grants, as well as other sources. Focusing on priorities and establishing a solid infrastructure plan will be a critical initial step for a successful "Grant Acquisition" program to support planning and implementation of roads, water, wastewater, parks, and open space/trails. Wilson & Company has proven itself as a successful funding team and can confidently create "value" for the County.

Draft & Final Plan: The Draft & Final Plan task is focused on developing the written and graphic elements relating to transportation and infrastructure related improvements, and to provide review of the Plan prior to a formal submittal to the County. The consultant team will prepare a Plan document encompassing and synthesizing the products identified from all tasks. In addition to items already addressed in the previous tasks, we anticipate the plan document may include recommendations to codes and ordinances, as well as general engineering recommendations if through the project process we identify potential improvements to how projects are ultimately constructed. From our experience working on similar infrastructure plans and from our understanding of the project needs, we anticipate the final plan document to address the project approach, process, identified projects, design concepts, cost estimates, prioritization, and phasing opportunities.

Action	Geographic Area	Focus	Goal
Develop	Federal Boulevard and the Triangle of Opportunity	Complete Street(s) Phasing Plan	<ul style="list-style-type: none"> ▪ Prioritize for: <ul style="list-style-type: none"> » redevelopment and/or new development, » multiple projects within a specific area, » collaborating agencies, and » business improvements and affordable housing. ▪ Establish cost estimates with contingencies identified in the RFP including remedying infrastructure deficiencies. ▪ Identify suggested funding sources.
Determine and Develop	Transit Corridors	Underground Utilities	<ul style="list-style-type: none"> ▪ Determine feasibility of undergrounding utilities. ▪ Develop cost estimates.
Map	Federal Station, Pecos Junction, Federal Boulevard, and Triangle of Opportunity	Phasing Priority Maps	<ul style="list-style-type: none"> ▪ Create phasing maps for projects identified in these four focus areas.
List	Making Connections Planning Area	Top 40 Priority Projects	<ul style="list-style-type: none"> ▪ Create Top 40 list of priority projects. ▪ Promote and incorporate transit use, business improvement and/or housing options.
Prioritize	Making Connections Planning Area	Top 10 Priority Projects	<ul style="list-style-type: none"> ▪ Create Top 10 list of priority projects. ▪ Promote and incorporate transit use, business improvement and/or housing options. ▪ Likely to hone in on Triangle of Opportunity. ▪ Present Top 10 project in two-page prospectus format for distribution to developers.

Deliverables/Milestones

- Priority Programming Workshop with Consultant Team and TAC
- Complete Street(s) Phasing Plan
- Phasing Priority Maps
- Top 40 Priority Projects
- Top 10 Priority Projects with Developer Distribution Materials
- Draft and Final Plan
 - » Comprised of the previous Phase deliverables
 - » Addresses any comments and feedback as a result of public engagement and the TAC review of the Plan
 - » Comments will be tracked and logged in a Comment Resolution Log.
- Wilson & Company to provide digital and print copies of plan, phasing plans and maps

Examples of Project Budgeting

We anticipate some cost savings can be realized by utilizing Adams County's in-kind budget, which are summarized in the Table below. For supportive information, we have provided a detailed Budget Estimate to conduct the Project Approach identified on the previous pages (see Table located in the Appendix Section).

Phase	Possible Adams County Supplemental In-Kind Contribution
I. Inventory and Information Gathering	Gather and compile all relevant plans and data sets to deliver to consultant team. Coordinate meeting space(s), meeting notices, and additional meeting print materials.
II. Public and Stakeholder Involvement	Help identify Key Informants and Stakeholders. Meeting spaces, print production and distribution of press releases, print and mail meeting notices, food for meetings, additional meeting print materials (e.g. storefront flyers, display materials).
III. Land Use, Zoning and Design Components	Coordinate meeting space(s), meeting notices, and additional meeting print materials.
IV. Implementation Matrix and Map	Staff to collaborate with Consultant Team. Conduct print production for workshop and for developer distribution materials.

7. FIRM'S CAPACITY

Our team is immediately available to begin working on this project and we will diligently see each task through to its successful completion. Upon notice of selection, Wilson & Company and our subconsultants are committed to staffing the project with the identified key personnel. Wilson & Company has a staff of 47 in Denver and 26 in Colorado Springs to provide additional staff resources should the project require it. In addition to the key personnel, we have available staff in planning, roadway, hydraulics, utilities, traffic design, and CADD. Wilson & Company has a highly experienced planning staff of urban, environmental, and transportation planners. These individuals are supported by hundreds of additional staff including mappers, surveyors, architects, GIS specialists, technicians, additional planners, and civil, mechanical, electrical, structural and traffic engineers. With access to over 400 professional staff with expertise in the built environment, we are uniquely able to assemble strong, project-specific teams to address the exact needs of a given client and project.

Entelechy and Urban Integrations also have additional design resources for landscape, urban design, community and stakeholder outreach, and environmental issues.

APPENDIX

Detailed Budget Estimate

Team Member			Phase and Associated Hours						
Name	Classification	Rate	1	2	3	4	PM - QC	Hrs.	Billing
PRIME CONSULTANT (Wilson & Company)									
S. Salzar	Principal	\$198	0	10	0	0	2	12	\$2,376
J. Godwin	Project Manager	\$215	8	30	1	18	26	83	\$17,845
K. Godwin	Design Engineer	\$105	24	16	6	16	0	62	\$6,510
A. Luce	Staff Engineer	\$112	36	0	6	16	0	58	\$6,496
C. Miller	Staff Engineer	\$132	48	0	0	12	0	60	\$7,920
V. Spartan	Deputy PM/ Planner	\$100	30	54	10	44	45	183	\$18,300
J. Townsend	Sr. Transportation Planner	\$186	6	2	3	17	0	28	\$5,208
S. Gomez	Traffic Engineer	\$165	24	0	10	24	0	58	\$9,570
Staff Planner	Staff Planner	\$56	22	36	24	88	0	170	\$9,520
D. Dreiling	Environmental Consultant	\$180	12	0	0	12	0	24	\$4,320
Total Labor Hours for Wilson & Company			210	148	60	247	73	738	
Total Labor Costs for Wilson & Company			\$26,076	\$17,898	\$6,069	\$27,536	\$10,486		\$88,065
Direct Expenses	Travel/Meals/Print	Cost	\$500	\$500	\$500	\$500	\$500		\$2,500
Total for Wilson & Company									\$90,565
Entelechy			Phase and Associated Hours						
Name	Classification	Rate	1	2	3	4	PM - QC	Hrs.	Billing
SUBCONSULTANT (Entelechy)									
D. Swetlick	Sr. Planner	\$150	3	0	12	6	0	21	\$3,150
J. Nelson	Planner	\$130	19	0	24	16	0	59	\$7,670
Staff Planner	Staff Planner	\$90	26	0	112	32	0	170	\$15,300
Staff Tech II	Staff Tech II	\$70	32	0	107	24	0	163	\$11,410
Total Labor Hours for Entelechy			80	0	255	78	0	413	
Total Labor Costs for Entelechy			\$7,500	\$0	\$22,490	\$7,540	\$0		\$37,530
Direct Expenses	Equipment/Travel	Cost	\$0	\$0	\$0	\$0	\$0		\$0
Total for Entelechy									\$37,530
Hispanidad			Phase and Associated Hours						
Name	Classification	Rate	1	2	3	4	PM - QC	Hrs.	Billing
SUBCONSULTANT (Hispanidad)									
V. Mendoza	Public Involvement/ Spanish	\$125	0	34	0	0	0	34	\$4,250
L. Sonderup	Public Involvement	\$125	0	90	0	0	0	90	\$11,250
S. Westhoff	Public Involvement	\$125	0	20	0	0	0	20	\$2,500
Total Labor Hours for Hispanidad			0	144	0	0	0	144	
Total Labor Costs for Hispanidad			\$0	\$18,000	\$0	\$0	\$0		\$18,000
Direct Expenses	Equipment/Travel	Cost	\$0	\$0	\$0	\$0	\$0		\$0
Total for Hispanidad									\$18,000
Urban Integrations			Phase and Associated Hours						
Name	Classification	Rate	1	2	3	4	PM - QC	Hrs.	Billing
SUBCONSULTANT (Urban Integrations)									
D. Trujillo	Design Engineer	\$125	0	0	0	36	0	36	\$4,500
Total Labor Hours for Urban Integrations			0	0	0	36	0	36	
Total Labor Costs for Urban Integrations			\$0	\$0	\$0	\$4,500	\$0		\$4,500
Direct Expenses	Equipment/Travel	Cost	\$0	\$0	\$0	\$0	\$0		\$0
Total for Urban Integrations									\$4,500
Project Summary	Labor Cost of Work Task		\$33,576	\$35,898	\$28,559	\$35,076	\$10,486		\$143,595
	Direct Expenses		\$500	\$500	\$500	\$500	\$500		\$2,500
	Total Cost of Work Task		\$34,076	\$36,398	\$29,059	\$35,576	\$10,986		
Deliverable Percentage of Project Cost			23%	25%	20%	24%	8%		
TOTAL FOR WILSON & COMPANY PROJECT TEAM:									\$146,095

ATTACHMENT A DBE ENCLOSURE CHECKLIST

This checklist will help you verify all the required enclosures are complete and submitted as required. Submit this checklist as the front page of your Attachment A Enclosures. Attachment A Enclosures are to be submitted with bid/proposal. Failure to submit a completed checklist with your Attachment A Enclosures may result in your proposal to be deemed Non-Responsive. Modification of any Attachment A Enclosure prior to the official award of the contract will result in your proposal being deemed Non-Responsive. All enclosures must be submitted with the bid/proposal. If you have any questions concerning the completion of any of the Enclosures, please contact RTD's Disadvantaged Business Office at (303) 299-2111.

☒ **Form of DBE Participation**

This form must be submitted monthly by all prime contractors throughout the entire duration of the contract. This form needs to be submitted directly to the RTD SBO.

☒ **Enclosure 1A: DBE Affidavit**

This form must be completed, signed and notarized by all Prime Contractors, whether DBE or not, to acknowledge the percentage of DBE participation and indicate intent to comply with the DBE goal

☐ **Enclosure 1B: DBE Prime Affidavit (N/A)**

This form must be completed, notarized and signed only if the bidder/proposer is a DBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current DBE certificate by all **DBE prime contractors** to affirm DBE status.

☒ **Enclosure 2: Schedule of DBE Participation**

This form must be submitted by all Prime contractors including DBE Prime contractors. It must contain the following information: names and addresses of certified DBE participating subcontractors, the work they are to perform and the dollar value of each proposed certified DBE contract. The Contractor subsequent to award must update and submit this form with the addition of each identified DBE firm. The Contractor is required to enter into subcontract agreements or issue purchase orders to all DBEs within thirty (30) days of notice to proceed.

☒ **Enclosure 3: Letter of Intent to Perform as a Subcontractor**

This form must be submitted by the Contractor. It must contain the following information: names and addresses of certified DBE participating subcontractors, the work they are to perform and the dollar value of each proposed certified DBE contract and be signed by the DBE subcontractor. The Contractor subsequent to the award must submit this form with the addition of a DBE. A copy of the current DBE Certificate for each listed DBE subcontractor must be attached.

☒ **Enclosure 4: Solicitation Statistics**

This form is for statistical purposes only. It is for the prime and all companies the prime receives bids from on subcontract work.

☒ **Enclosure 5: Employer Certification of Workforce**

This form defines the make-up of the company's work force and must be filed by every prime contractor with 50 or more employees or has a contract of \$50,000 or more.

☒ **Enclosure 6: Disadvantaged Business Outreach**

This form provides current outreach program information for contracted prime and subcontractors.

☒ **Enclosure 7: Unavailability Certification**

This form must be submitted - along with complete documentation of good faith efforts - with the bid/proposal by a prime contractor who has failed to meet the specified DBE goal.

DENVER REGIONAL TRANSPORTATION DISTRICT



CONTRACT INFORMATION

Original Contract Value \$ -
 Change Orders Values \$ -
 Current Contract Value \$ -
 Total Payments Received To Date \$ -
 Payments Received This Month \$ -
 Start Date
 Completion Date

PRIME CONTRACTOR MONTHLY REPORT
 FORM E REPORT OF PAYMENTS TO DBEs

Contract Duration
 Contract No
 Report for Month of
 Name and Location of Project Making Connections Planning for Federal Boulevard TOD Areas
 Name and Address of Prime Contractor Wilson & Company, Inc., Engineers & Architects

Respond "Yes" or "No" to the Questions Below

Did your firm or an affiliate rent or lease equipment or issue a joint check to a DBE?
 Did any DBE utilize employees (or former employees) of your firm or an affiliate?
 Did any DBE subcontract any portion of its work to a non-DBE since the last report firm?
 Has the scope of work or subcontract amount changed for any DBE since the last report?

Name of DBE Subcontractor and/or Non DBE Subcontractor	Project Task	DBE or Non DBE	Original Contract Amount	Original Contract +/- Amount C O	Payment This Month	Billed This Month	Total Payments	Pending C O's Amount and Date	Overall Work Completed %	Contract P.O. Submitted
Entelechy		DBE								
Hispanidad		Non-DBE								
Urban Integrations, LLC		DBE								
TOTAL			\$ -	\$ -	\$ -	\$ -	\$ -			

COMMENTS

Prime Contractor
 Compliance Officer

Signature

Telephone

Date

By signing this form, I personally and on behalf of the contractor affirm that the information presented in this document is truthful, accurate, complete and not misleading.

SEND COMPLETED FORM TO:
 SBO Office

Regional Transportation District
 1600 Blake Street BLK-31, Denver, Colorado 80202, Fax: 303-299-2061
 If You Need Assistance In Filling Out This Form, Please contact (303) 299-2111

FORM OF DBE PARTICIPATION REPORT

APPENDIX B- DBE ENCLOSURES

Enclosure 1a- DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY ALL PRIME PROPOSERS/BIDDERS TO INDICATE THE PERCENTAGE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.

The undersigned contractor hereby agrees that the goal established for DBE participation and its commitment in this project through subcontracting or entering into a joint venture with Disadvantaged Business Enterprise(s) in conformity with the Requirements, Terms, and Conditions of this Attachment is: 5 % - DBE (Disadvantaged Business Enterprise)

THIS PERCENTAGE RELATES TO DBE SUBCONTRACTING ONLY AND IS CONSISTENT WITH THE DISADVANTAGED BUSINESS ENTERPRISE STATEMENT LISTED IN THE BID/PROPOSAL FORM.

THIS BIDDER/PROPOSER IS COMMITTED TO COMPLY WITH OR EXCEED THE ABOVE GOAL.

Business Name: Wilson & Company, Inc., Engineers & Architects

Contact Name: Steve Salazar, PE

Address: 1675 Broadway, Suite 200

City, State, ZIP: Denver, CO 80202

Phone: 303-297-2976

Fax: 303-297-2693

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

Wilson & Company, Inc., Engineers & Architects TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

7/30/15
(Date)

Steve Salazar
(Affiant Print Name)

Principal
(Title)

(Affiant's Signature)

State of Colorado

City and County of Denver

On this 30th day of July, 2015, before me, the undersigned officer, personally appeared Steve Salazar, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: 10-12-15

(Notary Public) (SEAL)

BETSY ACKERMAN
Notary Public
State of Colorado

NAME OF CONTRACTOR: [•] Wilson & Company, Inc., Engineers & Architects

RTD Contract No.

Total Proposed Cost: US\$

DBE FIRM NAME	TYPE OF WORK (ELECTRICAL, PAVING, ETC.) AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	PROJECTED START & COMPLETION DATES FOR DBE	AGREED PRICE TO BE PAID TO DBE
Entelechy	Land Use / Urban Design	8/31/15 - 12/31/16	\$37,530
Urban Integrations	Transporation	8/31/15 - 12/31/16	\$4,500

1. Please list all DBEs involved on the contract including the Prime Contractor if it is a DBE. DBE must be certified in area of work specified on project; work performed for which they are not certified to perform will not count towards goal. A current DBE certification for each listed DBE must accompany this enclosure. Failure to provide proof of current DBE certification for any or all listed DBEs will eliminate such listed DBE's participation, and work performed by such DBE will not count towards satisfaction of the DBE Goal. If additional pages are required to list all contracted DBE, photocopy this enclosure as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE Goal as follows:

- (i) materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE Goal; and
- (ii) materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE Goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE Goal.

3. Contractor must submit copies of all DBE subcontracts, purchase orders or change orders within 30 Days of execution of the notice to proceed. Failure to submit will result in a determination that no DBE participation credit shall a DBE work on the project or provide equipment, materials or supplies for DBE participation credit without an executed subcontract

agreement or purchase order.

APPENDIX B, ENCLOSURE 3 – LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR

Contract No. _____

The undersigned [*] (the **Contractor**) intends to engage the undersigned **DBE** to perform work in connection with the Project pursuant to a contract (the **DBE Contract**) between the Contractor and the DBE as [check one]:

_____ an individual _____ a corporation **X an LLC**
 _____ a partnership _____ a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

Item	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE
Land Use / Urban Design	8/31/15	12/31/16	\$37,530

20 % of the Dollar value of the DBE Contract ^{may} will be sublet and/or awarded to non-DBE contractors and/or non-DBE suppliers. The undersigned Proposer and the undersigned DBE will enter into the DBE Contract for the above work conditioned upon the Proposer's execution of the Contract with RTD.

Wilson & Company, Inc., Engineers & Architects

Entelechy

NAME OF CONTRACTOR

NAME OF DBE FIRM

Steve Salazar

Deana Swetlik

OWNER/REPRESENTATIVE

OWNER/REPRESENTATIVE

1675 Broadway, Suite 200, Denver, CO 80202

P.O. Box 202313 Denver, CO, 80220

ADDRESS

ADDRESS

steve.salazar@wilsonco.com

deana@entelechydesign.com

EMAIL ADDRESS

EMAIL ADDRESS

SIGNATURE

SIGNATURE

Principal

Founder/Director

TITLE

TITLE

DATE

DATE

Entelechy LLC DBA Entelechy Certification #8481

Is hereby certified as a Disadvantaged Business Enterprise pursuant to U.S. Department of Transportation DBE regulations found at 49 CFR, Parts 23 and 26 and administered by Colorado's UCP.

Work Codes

Denver-307: Transit Planning, Denver-417: Landscape Architecture
Denver-420: Urban Planning/Design and Related Services
Denver-42001: Preliminary Studies, Denver-42003: Activity Studies
Denver-42005: Location or Route Studies
Denver-42006: Feasibility Studies, Denver-42008: Research
Denver-50103: Consulting
Denver-513: Public Involvement and Hearings
Denver-521: Miscellaneous Services

Certification Date: DBE September 16, 2010 – November 2, 2013

This certification expires on the 3rd day of November 2013. A new certificate will be issued ending every 3rd year, upon successfully meeting annual renewal requirements.





Tamela Lee, Director

UCP Partner at City and County of Denver

11/04/2011

Date

APPENDIX B, ENCLOSURE 3 – LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR

Contract No. _____

The undersigned [•] (the **Contractor**) intends to engage the undersigned **DBE** to perform work in connection with the Project pursuant to a contract (the **DBE Contract**) between the Contractor and the DBE as [check one]:

_____ an individual _____ a corporation
 _____ a partnership _____ a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

Item	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE
Transportation Planning	8/31/16	12/31/16	\$4,500

_____ % of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE contractors and/or non-DBE suppliers. The undersigned Proposer and the undersigned DBE will enter into the DBE Contract for the above work conditioned upon the Proposer's execution of the Contract with RTD.

Wilson & Company, Inc., Engineers & Architects

NAME OF CONTRACTOR

Steve Salazar

OWNER/REPRESENTATIVE

1675 Broadway, Suite 200, Denver, CO 80202

ADDRESS

steve.salazar@wilsonco.com

EMAIL ADDRESS

Urban Integrations LLC

NAME OF DBE FIRM

Danny Trujillo

OWNER/REPRESENTATIVE

7921 Jay St Arvada CO 80003

ADDRESS

Dtrujillo@urbanintegrations.com

EMAIL ADDRESS

SIGNATURE

SIGNATURE

Principal

TITLE

DATE

TITLE

DATE

6/30/2015

B2Gnow

Office of Economic Development
Division of Small Business Opportunity



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Peña Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

September 4, 2014

Danny Trujillo
Urban Integrations LLC
7921 Jay Street
Arvada, CO 80003

Dear Danny Trujillo:

The Division of Small Business Opportunity is pleased to inform you that Urban Integrations LLC is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Urban Integrations LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS-531390: OTHER ACTIVITIES RELATED TO REAL ESTATE
CO UCP NAICS-541320: URBAN PLANNING SERVICES
CO UCP NAICS-541614: TRANSPORTATION MANAGEMENT CONSULTING SERVICES

The anniversary date of your firm's DBE certification is September 3, 2015. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink that reads 'Chris Martinez'.

Chris Martinez
Director

Vendor Information

CLOSE WINDOW



HELP

Vendor Information

Business Name	Urban Integrations LLC
Owner	Danny Trujillo
Address	7921 Jay Street
> Map This Address	Arvada, CO 80003
Phone	917-244-9106
Email	Urbanintegrations@gmail.com
Website	www.Urbanintegrations.com
Ethnicity	Hispanic
Gender	Male

Certification Information

Certifying Agency	City and County of Denver
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	Transportation, Urban Planning, Feasibility, & Real Estate Consulting

Work Codes

NAICS	NAICS Index
CO UCP NAICS 531390	Other Activities Related to Real Estate
CO UCP NAICS 541320	Urban planning services
CO UCP NAICS 541614	Transportation management consulting services

[Customer Support](#)[Print This Page](#)

APPENDIX B, ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name: Wilson & Company, Inc., Engineers & Architects

Firm Address (Office Reporting): 1675 Broadway, Suite 200, Denver, CO 80202

Status as a DBE or Non-DBE (check one):

RTD DBE _____ Non-DBE X

Annual Gross Receipts of the Firm: (check one):

U.S.\$0 to U.S.\$500,000 _____ U.S.\$500,000 to U.S.\$1,000,000 _____ U.S.\$1 Million to U.S.\$5 Million _____

U.S.\$5 Million to U.S.\$10 Million _____ U.S.\$10 Million to U.S.\$20.41 Million X Above U.S.\$20.41 Million _____

Age of the firm: 83 years

Signature: 

Name: Steve Salazar

Title: Principal

Date: 7/30/15

Job Categories	<i>Total Employees in Establishment</i>			M = Male								F = Female			
				Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other	
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers															
Professionals	265	245	20	2		52	4	4			1			177	15
Technicians	94	87	7	3		13	1	6		10	1			65	5
Sales															
Office & Clerical	74	19	55	1	1	3	10		2		2			15	40
Craft Workers (skilled)	11	11				6		1		1				3	
Operatives (semi-skilled)															
Laborers (unskilled)															
Service Workers															

TOTAL	444	362	82	6	1	74	15	11	2	11	4			260	60
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PART III – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name: Entelechy

Firm Address (Office Reporting):

PO Box 202313 Denver, CO 80220

Status as a DBE or Non-DBE (check one):

RTD DBE ☒ (via CCD/CDOT) Non-RTD-DBE ☐

Annual Gross Receipts of the Firm: (check one):

U.S. \$0 to U.S. \$500,000 ☒ U.S. \$500,000 to U.S. \$1,000,000 ☐ U.S. \$1 Million to U.S. \$5 Million ☐

U.S. \$5 Million to U.S. \$10 Million ☐ U.S. \$10 Million to U.S. \$20.41 Million ☐ Above U.S. \$20.41 Million ☐

Age of the firm: 7.75 yrs

Signature: Deana Swetlik

Digitally signed by Deana Swetlik
DN: cn=Deana Swetlik, o=entelechy, ou, email=deana@entelechydesign.com, c=US
Date: 2015.06.04 13:34:36 -0600

Name: Deana Swetlik

Title: Founder/Director

Date: 4 June 2015

Job Categories	Total Employees in Establishment			M = Male								F = Female			
				Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other	
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers															
Professionals	3	1	2											1	2
Technicians	1	1												1	
Sales															
Office & Clerical															
Craft Workers (skilled)															
Operatives (semi-skilled)															
Laborers (unskilled)															
Service Workers															
TOTAL	4	2	2											2	2

APPENDIX B, ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name:

Firm Address (Office Reporting):

Status as a DBE or Non-DBE (check one):

RTD DBE ☒ Non-DBE ☐

Annual Gross Receipts of the Firm: (check one):

U.S.\$0 to U.S.\$500,000 ☒ U.S.\$500,000 to U.S.\$1,000,000 ☐ U.S.\$1 Million to U.S.\$5 Million ☐

U.S.\$5 Million to U.S.\$10 Million ☐ U.S.\$10 Million to U.S.\$20.41 Million ☐ Above U.S.\$20.41 Million ☐

Age of the firm: 1

Signature: 

Name: Daniel Trujillo

Title: Principal

Date: 7/29/15

Job Categories	<i>Total Employees in Establishment</i>			M = Male												F = Female			
				Black American s		Hispanic American s		Native American s		Asian-Pacific American s		Subcontin ent Asian Americans		Other					
	Total Employe es Including Minoritie s	Total Male Employe es Including Minoritie s	Total Female Employe es Including Minoritie s	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers	1	1				1													
Professionals																			
Technicians																			
Sales																			
Office & Clerical																			
Craft Workers (skilled)																			
Operatives (semi-skilled)																			
Laborers (unskilled)																			
Service Workers																			

TOTAL	1	1		1																
-------	---	---	--	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

APPENDIX B, ENCLOSURE 5 – EMPLOYER CERTIFICATION OF WORKFORCE¹

The undersigned certifies that he/she is legally authorized to make the statements and representations contained in this report and that the statements and representations contained herein are true and correct to the best of his/her knowledge and belief.

Firm Name:

Owners (individuals or holding companies with any ownership interest in your firm):

Ownership Interest (by %)	Ethnicity (natural persons)	Gender (natural persons)
1.20%	Hispanic or Latino	Female
16.76%	Hispanic or Latino	Male
0.39%	White	Female
84.66%	White	Male

Signature:


Name: Amy Livermore
Title: HR Generalist

Date of Execution: July 29, 2015

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by Federal, State or local law. Current utilization as of July 29, 2015:

¹ NOTE: Submission of the Employer Certification of Workforce form is voluntary. Unless this form is marked "confidential" upon submission, RTD cannot guarantee confidentiality of the information contained in this Employer Certification of Workforce form.

As part of RTD's ongoing outreach activities to the Denver metro Disadvantaged business community, it is our goal to identify and to establish a relationship with the Disadvantaged business outreach programs sponsored by the prime and subcontractors we partner with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current DBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number:

Contract No. (the **Contract**).

Proposer: Wilson & Company, Inc., Engineers & Architects

Subcontractor – if applicable:

Steve Salazar

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

Phone: 303-297-2976

Fax: 303-297-2693

Email: steve.salazar@wilsonco.com

Website: www.wilsonco.com

Currently Sponsored Disadvantaged Business Outreach Activities:

N/A

How can RTD assist you in your current Disadvantaged business outreach efforts?

Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees: ☐ Yes ☐ No

If so, how? _____

PART V – SMALL BUSINESS OUTREACH

As part of RTD's ongoing outreach activities to the Denver metro small business community, it is our goal to identify and to establish a relationship with the small business outreach programs sponsored by the prime and subcontractors we partner with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current DBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number: Adams County "Making Connections..."

Contract No. 2015.263 for the Project (the *Contract*).

Proposer:

Entelechy

Subcontractor – if applicable:

Small Business Outreach Contact (if none, list contact for the Contract):

Phone: 3033311171x11 Fax: 3038008440

Email: deana@entelechydesign.com

Website: www.entelechydesign.com

Currently Sponsored Small Business Outreach Activities:

We collaborate with other DBEs when it is the right teaming decision for the project. As we are a DBE we don't have to readily go out and solicit additional DBE participation.

How can RTD assist you in your current small business outreach efforts?

N/A

Would you be interested ~~becoming~~ ~~involved~~ in current and future RTD-sponsored outreach activities and committees: ☐ Yes ☒ No

If so, how? _____

APPENDIX B, ENCLOSURE 6 – DISADVANTAGED BUSINESS OUTREACH

As part of RTD's ongoing outreach activities to the Denver metro Disadvantaged business community, it is our goal to identify and to establish a relationship with the Disadvantaged business outreach programs sponsored by the prime and subcontractors we partner with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current DBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number:

Contract No. (the **Contract**).

Proposer:

Subcontractor – if applicable:

Urban Integrations, LLC

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

Phone: _____ Fax: _____

Email: _____

Website: _____

Currently Sponsored Disadvantaged Business Outreach Activities:

None

How can RTD assist you in your current Disadvantaged business outreach efforts?

RTD can assist by educating me on the benefits of the program and how to utilize it to its full potential.

Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees: ☒ Yes ☐ No

If so, how? By actively participating in the activities.

N/A- Wilson & Company meets and exceeds the DBE requirements of the project.

APPENDIX B, ENCLOSURE 7– DBE UNAVAILABILITY CERTIFICATION

I, _____,

Name

Title

of _____, certify that *[the Contractor]*,
made the following efforts to meet the DBE Goals on Regional Transportation District
Contract No. for the Project:

[please attach any additional efforts that do not fit on this form]

▪ A Contractor representative attended the pre-bid meeting. Yes _____ No

▪ Newspaper Advertisement Log: (attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Dates of Advertisement

▪ Selected portions of the work to be performed by [DBEs]

Work Categories	Type of Bid (Subcontractor or Supplier)	Contractor's Estimated Budget	Additional Comments

▪ Made efforts to assist interested DBEs in obtaining bonding, lines of credit,
insurance or any necessary equipment, supplies, materials, etc.

▪ *[List any specific offers made by Contractor]*

--

--

- Solicited the following DBEs

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category

- Followed up with initial contacts

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments

- Contacted the following other agencies, organizations in recruitment of DBE including RTD:

Date	Organization	Phone #

As shown by the documentation provided to RTD, we feel that we have made good faith effort to attain the DBE Goals.

Signature: _____

Date: _____

OFFEROR'S CERTIFICATION OF COMPLIANCE

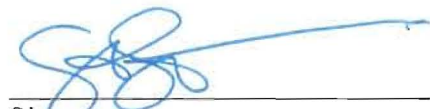
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded 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 awarded agreement.

OFFEROR:

Wilson & Company, Inc, Engineers & Architects
Company Name

7/30/15
Date

Steve Salazar, PE
Name (Print or Type)


Signature

Principal
Title

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



REQUEST FOR PROPOSAL

2015.263

MAKING CONNECTIONS PLANNING FOR FEDERAL BOULEVARD AND
TRANSIT ORIENTED DEVELOPMENT (TOD) AREAS PLANNING AND
IMPLEMENTATION PLAN

OFFEROR'S STATEMENT/SIGNATURE PAGE

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 through Addenda # 1
(If None, Please write NONE)

Wilson & Company, Inc. Engineers & Architects
Company Name

1675 Broadway, Suite 200
Address

Denver, CO 80202
City, State, Zip Code

City and County of Denver
County

303-297-2976
Telephone

steve.salazar@wilsonco.com
E-mail Address

7/30/15
Date
[Signature]
Name and Signature of Authorized Person

Steve Salazar
Printed Name

Principal
Title

303-297-2693
Fax

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2015.263 Scope of Services

EXHIBIT A
ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2015.263

**MAKING CONNECTIONS PLANNING FOR FEDERAL
BOULEVARD AND TRANSIT ORIENTED DEVELOPMENT
(TOD) AREAS PLANNING AND IMPLEMENTATION PLAN**

**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:
Friday, July 10, 2015

RFP Pre-proposal Conference
July 16, 2015 at 2:00 p.m.
Conference Room 3415
4430 South Adams County Parkway
Brighton, CO 80601

RFP Opening Date:
August 3, 2015
Time: 3:00 p.m.

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



STATEMENT AND SCOPE OF SERVICES

(See attachments following this section)

ATTACHMENT 1

Scope of Services

ATTACHMENT A

BIT F DBE/DBE Requirements

ATTACHMENT ONE

MAKING CONNECTIONS ADAMS COUNTY REQUEST FOR PROPOSALS FEDERAL BOULEVARD

AND

TOD AREAS PLANNING AND IMPLEMENTATION PLAN PROPOSALS DUE AUGUST 3, 2015 BY 3:00 P.M.

**At 4430 S. Adams County Parkway
Brighton, CO 80601**

The Making Connections planning and implementation plan goal is to provide information and analysis leading to the infrastructure, land use, design guidelines and zoning applicability for the plan area of unincorporated Southwest Adams County. This area generally spans south of 88th and 84th Avenues, including the Welby transit station area, south to the 72nd transit station Area, and areas adjacent to the Arvada and Westminster transit planning areas. (Please see map included in this RFP.)

Adams County is seeking an interdisciplinary team to provide expertise and analysis leading to an implementable phasing plan. Funding is provided by Denver Regional Council of Governments (DRCOG grant which is administered by the Denver, Colorado Regional Transportation Authority (RTD)). The project will be managed by Adams County Office of Long Range Strategic Planning. The grant is for \$150,000 with supplemental in kind contribution from Adams County of \$37,500. This is a fixed price for all work including outreach, public meeting materials, final project and associated maps, etc. and CDs.

The Making Connections Plan will springboard off the Clear Creek Valley TOD Plan completed in June, 2009 (amendment to the Comprehensive Plan by the Planning Commission on Sept. 10, 2009, and ratified by the Board of County Commissioners on Oct. 5, 2009), as well as the Federal Boulevard Corridor Framework Plan, completed in the Fall of 2014. Making Connections will take the significant issues and findings from both plans and produce an overarching plan to guide planning and implementation in the project area. The goal is to build better and healthier multi-modal connections to produce a higher quality of life for all residents and businesses as well as have positive social and economic impacts for the region as a whole. It will incorporate the visions and goals from each of these plans as well as support the goals and policies of Adams County's Comprehensive Plan adopted recently in December 2012.

The County is committed to providing an integrated and safe multi-modal transportation system that enhances the quality of life for Adams County residents, businesses and visitors, encourages economic vitality, and promotes environmental stewardship. The need for this study cannot be understated as it is essential for the County's continual efforts to improve the lives of residents. Federal Boulevard is a major arterial and is an important north/south corridor that provides transportation connection for thousands of people a day. It has experienced disinvestment over several decades and is in dire need of change in order to serve its surrounding population and businesses with safe and efficient passage. Further, this area also connects to the Clear Creek

ATTACHMENT 1

Request for Proposals for Making Connections
Adams County

MAKING CONNECTIONS
ADAMS COUNTY REQUEST FOR PROPOSALS
FEDERAL BOULEVARD
AND
TOD AREAS PLANNING AND IMPLEMENTATION PLAN
PROPOSALS DUE JULY 31, 2015 BY 3:00 P.M.
**AT 4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601**

The Making Connections planning and implementation plan goal is to provide information and analysis leading to the infrastructure, land use, design guidelines and zoning applicability for the plan area of unincorporated Southwest Adams County. This area generally spans south of 88th and 84th Avenues, including the Welby transit station area, south to the 72nd transit station Area, and areas adjacent to the Arvada and Westminster transit planning areas. (Please see map included in this RFP.)

Adams County is seeking an interdisciplinary team to provide expertise and analysis leading to an implementable phasing plan. Funding is provided by Denver Regional Council of Governments (DRCOG grant which is administered by the Denver, Colorado Regional Transportation Authority (RTD)). The project will be managed by Adams County Office of Long Range Strategic Planning. The grant is for \$150,000 with supplemental in kind contribution from Adams County of \$37,500. This is a fixed price for all work including outreach, public meeting materials, final project and associated maps, etc. and CDs.

The Making Connections Plan will springboard off the Clear Creek Valley TOD Plan completed in June, 2009 (amendment to the Comprehensive Plan by the Planning Commission on Sept. 10, 2009, and ratified by the Board of County Commissioners on Oct. 5, 2009), as well as the Federal Boulevard Corridor Framework Plan, completed in the Fall of 2014. Making Connections will take the significant issues and findings from both plans and produce an overarching plan to guide planning and implementation in the project area. The goal is to build better and healthier multi-modal connections to produce a higher quality of life for all residents and businesses as well as have positive social and economic impacts for the region as a whole. It will incorporate the visions and goals from each of these plans as well as support the goals and policies of Adams County's Comprehensive Plan adopted recently in December 2012.

The County is committed to providing an integrated and safe multi-modal transportation system that enhances the quality of life for Adams County residents, businesses and visitors, encourages economic vitality, and promotes environmental stewardship. The need for this study cannot be understated as it is essential for the County's continual efforts to improve the lives of residents. Federal Boulevard is a major arterial and is an important north/south corridor that provides transportation connection for thousands of people a day. It has experienced disinvestment over

Valley which has tremendous potential for redevelopment as well as providing healthy green space, pedestrian, and bicycle accessibility along Clear Creek.

Pre-proposal conference at Adams County Government Center: **4430 S. Adams County Parkway, Planning and Development Department, Brighton, CO 80601**

10:00 A.M. ON JULY 15, 2015. Please enter through the main entrance.

SUBMITTAL REQUIREMENTS:

Twenty pages maximum, including any maps or other exhibits.

All pages in standard word or excel format letter sized paper.

Submitted proposals may be mailed, hand delivered or overnight mail, but must be received by 3:00 P.M. on June 10, 2015.

The proposal shall include the following:

Consultant Requirements

- Firm(s), qualifications: firm organization, where organized
- Name of principals, officers, directors, and their professional credentials, contact information
- Key personnel: titles, experience, service with firm in years-and who would be project manager and main point of contact, describe the skill and experience of the project manager. Include availability of key personnel and identify the percentage of time that the key individuals of the team will be committed to the project.
- Statement of Qualifications: A description of the consulting firm's experience in similar projects and in disciplines necessary to fulfill the project requirements. Limit the descriptions of the relevant projects to a maximum of three examples. Specify the roles performed by the key personnel for each project. Photos of similar projects completed by the Consultant are encouraged and may be included in the proposal.
- Project List and References for similar or relevant projects, and with contact information
- Qualifications of sub contractors, etc.
- Describe how the team will accomplish the work in an effective and timely manner. Include information regarding:
 - Management approach to insure effective coordination of all work products.
 - Brief scheduling for the project's main tasks and activities.
 - Philosophy, approach and specific awareness of the issues, problems and opportunities.
 - Examples of project budgeting.
- Describe the capacity of the consulting firm to do the work.

Insurance checks will be done later; consultant will need to or has or can obtain all insurances required prior to signing any contract with Adams County.

MAKING CONNECTIONS PLAN SCOPE

The Making Connections planning and implementation plan goal is to provide information and analysis leading to improved infrastructure, and land use, design guideline and zoning applicability for the plan area. The plan will recognize the Triangle of Opportunity created by the Pecos, Arvada, and Westminster station areas that includes the Federal Boulevard Corridor,

as well as the other opportunity sites between stations within the project area. (See Project Area Map.)

I. Inventory and Information Gathering – 25% (+/- 5%)

1. Review applicable plans and studies for the area including Federal Boulevard Framework Plan and the associated Health Initiatives Assessment, Clear Creek Valley TOD Plan, and The Southwest Adams County Framework Plan for Future Planning, DRCOG Metro Vision 2035; and DRCOG Metro Vision 2035 Growth and Development Supplement, the Berkeley and Welby neighborhood plans, school facility and capital projects plans and population projections, the Adams County Housing plan, and adopted plans for adjacent municipalities.
2. Vacant Parcels Inventory along Federal Boulevard and within the Clear Creek TOD Planning areas.
3. Inventory ROW along Federal Boulevard and other connecting streets in TOD Planning areas.
4. Identify brownfield impacted locations in the planning area that have completed Phase I assessments, are Tier II parcels, are in present remediation, have not been assessed, and/or are employment locations.
5. Identify by location/boundary in the planning area: Water Districts, Sanitation Districts, Business Districts, and research past, present and future investments and upgrades.
6. Review present Land Use and Zoning, and any identified areas of change in the planning area.
7. Review in general and evaluate the existing housing stock, and at risk residential areas.
8. Inventory General Infrastructure: water, sewers, streets, and existing and proposed (up to and including six years) transportation, drainage and sewer, right-of-way, and related infrastructure projects in the planning area.
9. Inventory for the following within the planning area:
 - Pedestrian circulation and HCP access.
 - Bike and Trail Systems including access points.
 - Safe routes to school.
 - Lighting.
 - Traffic control, movement and safety issues.
 - Parking.
 - Above ground utilities and wires.
10. RTD Davis-Bacon and DBE requirements. See Notes: Attachment A.

II. Develop a Public and Stakeholder Involvement Process – 25% (+/- 5%)

1. Neighborhood residents adjacent to transit stations, Federal Boulevard, and other transit corridors and identify transit issues and develop basic/common design themes for specific areas along the Federal Boulevard corridor.
2. Businesses in the planning area, particularly along Federal Boulevard and surrounding transit stations, the Tri-County Health Department, Urban Land Institute Colorado
3. Technical Advisory Committee to include RTD, DRCOG, CDOT, Adams County Transportation, Drainage, Parks and Open Space, Economic Development, Neighborhood Services, and Planning. At least 3 meetings, initial, after detailed analysis, to review phasing plans.

4. Adjacent jurisdictions.
5. See also Project Outreach under Additional Information below.

III. Review Land Use, Zoning, and Design Components from plans, particularly noting those from the Clear Creek Valley TOD and Federal Boulevard Corridor Plans – 25% (+/- 5%)

1. Analyze possible application of the bulk and massing forms to create the character of various areas and promote a sense of place for transit/commercial corridors and around transit area development.
2. Analyze the existing zoning in the Triangle of Opportunity, and the other opportunity sites, and discuss what other zoning might be more appropriate to encourage economic development and/or affordable housing.
3. In collaboration with neighborhood groups review possible identifying interfaces along Federal Boulevard.
4. Review and recommend how the existing design standards for the Clear Creek and Pecos transit areas can be best implemented, and if these standards can be applied to other transit station areas.
5. In collaboration with stakeholder groups and with reference to the design components from existing plans recommend possible specific design standards for the transit related development, in unincorporated Adams County adjacent to the Thornton/Welby Station at 88th Avenue and the station at 72nd Avenue. (Refer to project map.)

IV. Develop an Implementation Matrix and Map - 25% (+/- 5%)

1. Develop a phasing plan to implement the “complete streets” concept for Federal Boulevard and connecting streets for the transit area developments, in the Triangle of Opportunity, and other identified opportunity areas.
 - Include cost estimates with contingencies for incorporation of improvements to remedy the infrastructure deficiencies identified in Section I. and under Section III., and include suggested sources of funding.
 - Prioritize for redevelopment, and/or new construction, by multiple projects for a specific area by collaborating agencies, particularly for business improvement and affordable housing.
 - Discuss feasibility of undergrounding utilities and provide cost estimates for transit corridors.
 - Create a list of forty items identified from this planning project that need to be done to promote and incorporate transit use with related business improvement and/or housing options, and prioritize the top ten recommendations. Present the top 10 proposed project recommendations, each in prospectus format suitable for distribution to interested developers.
2. Map the phasing plans for
 - Federal Station TOD.
 - Pecos Junction Station TOD.
 - Federal Boulevard sections.
 - Triangle of Opportunity locations, connections to Midtown and other potentially important development opportunity areas.

DELIVERABLES

Must comply with all Federal record keeping and reporting requirements including, but not limited to, Davis-Bacon and DBE throughout the project.

Deliverable by August 31st: time?

- Schedule, arrange and attend an initial project “kick-off” meeting with Adams County Staff.

Deliverable by end of September:

- Development of a Neighborhood, General Public and Stakeholder Involvement Processes.

Project Deliverables to be Phased according to work plan developed by Contractor:

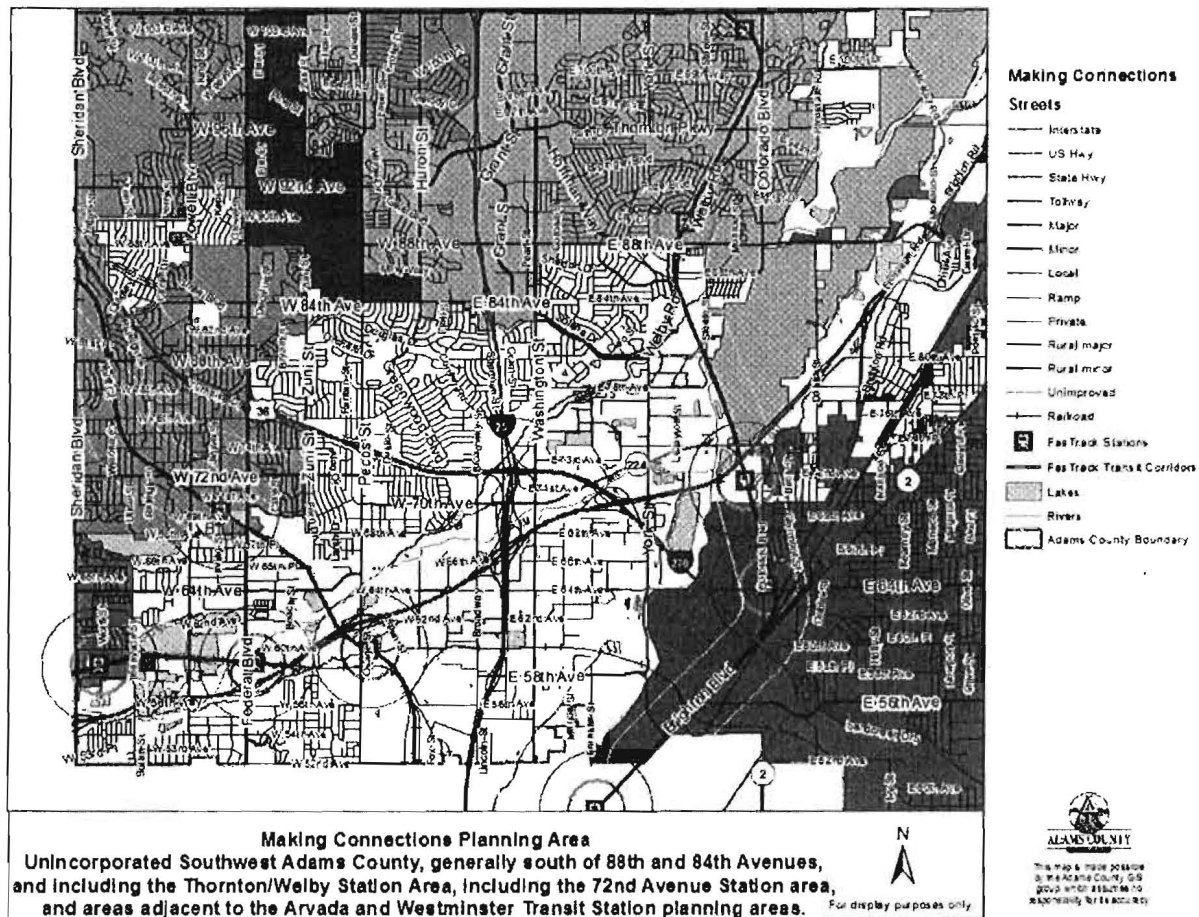
- Vacant Parcels Inventory along Federal Boulevard and within the Clear Creek TOD Planning areas.
- ROW Inventories for other transit corridor areas.
- Identification of Brownfield impacted locations: having completed Phase I assessment, are in present remediation, have not been assessed, and/or are employment locations.
- Identify by location/boundary in the planning area: Water Districts, Sanitation Districts, Business Districts, and research past, present and future investments and upgrades.
- Detailed Analysis of Existing Conditions primarily for Federal Boulevard and Transit Area Development, also for areas of influence.
- Analyze possible application of the form based area code model for transit area development for the Federal Boulevard station area.
- Include cost estimates with contingencies for incorporation of improvements for items identified under Section III., and including suggested sources of funds.
- Prioritize for redevelopment, and/or new construction, by multiple projects for a specific area by collaborating agencies
- Create a list of forty items identified from this project that need to be done to promote and incorporate transit use and prioritize the top ten recommendations.
- Map the phasing plans for
 - Federal Station TOD
 - Pecos Junction Station TOD
 - Federal Boulevard sections.
 - Connections to Midtown and other potentially important development areas
- Develop basic/common design themes for specific areas along the Federal Boulevard corridor, including for the Boulevard itself
- Review and recommend how the design standards for the transit areas can be best implemented.
- Draft of developed phasing plan to implement the “complete streets” concept for Federal Boulevard and connecting streets for the transit area developments and adjacent areas.
- Present the top 10 proposed project recommendations, each in prospectus format suitable for distribution to interested developers. Limit 2 pages per prospectus.
- Map the phasing plans

Final Deliverable:

- Printed copies of plan, phasing plans and maps, copies also on disc.

- Electronic and disc copies to be appropriate for Adams County
- All materials developed, research completed, plans, maps, analysis and cost estimates, resource inventory, analysis, housing trends and maps; discussion of the issues; findings from public input sessions and stakeholder meetings; a description of the process undertaken to develop the phasing plans and implementation matrix; criteria to evaluate and rate implementation priorities; along with specified deliverables and recommendations for alternative implementation concepts; recommendations of financial strategies; raw data, maps, and relevant tables; and any other items deemed pertinent by the consultant and the County will become the property of the County.

Project Area



Additional Information

Project Outreach

The Consultant shall provide a specific outreach plan to Adams County describing the type, frequency, and extent of public outreach necessary to accomplish the goals of this Project within the Project budget and time limitations. The specific outreach plan and results will be included as an appendix to the final project plan.

- It is envisioned that the Consultant will conduct community/stakeholder meetings for the Project. Adams County staff will assist the Consultant in identifying meeting space and Adams County will pay for and mail meeting notices. Adams County will be responsible for providing food at community meetings.
- It is also envisioned that the Consultant shall conduct key informant interviews and/or forums with identified community members and Adams County staff to gather preferences and ideas, concerns, and issues that need to be addressed as part of the planning process. Adams County will provide the Consultant with the list of community members which will be expanded, if needed, based on recommendations by the Consultant.
- Consultant shall attend all Technical Advisory Committee meetings and facilitate and participate in community meetings as directed.
- The Consultant shall ensure that there is representation of Spanish-speaking stakeholders in the planning process and be responsible for providing English and Spanish interpretation for relevant documents as well as translation for community meetings and interviews.
- The Consultant shall provide minutes of all meetings. The minutes will be provided to the Adams County Project Manager within five (5) working days after the meeting. In general, all reports and submittals must be approved by Adams County.

Document Software

The Consultant shall provide copies of the Project documents in a software format acceptable to Adams County. Project maps shall be in GIS compatible with Adams County's system unless otherwise agreed to by Adams County, and draft written chapters of the document shall be in Word and Excel as applicable to the type of documents being developed. Final documents shall be in software acceptable to Adams County.

Meeting Preparation

Prior to all meetings with the Technical Advisory Committee or community stakeholders, the Consultant shall meet with Adams County staff for review of documents and information proposed to be presented. Consultant shall make revisions as requested.

Meetings with Adams County Staff

It is anticipated that this will be a 16 month project, which includes a 3 month approval process for adoption of the plan. Adams County and Consultant's Project Manager will meet either by phone or face-to-face on a regular basis at least at two (2) week intervals. These progress meetings will be used to coordinate the work effort, prepare for upcoming project phases, and resolve project problems. Meetings may involve County staff and Consultant staff. The meetings will follow the agenda listed below:

1. Activities completed since the last meeting.
2. Problems encountered.
3. Late activities.
4. Activities required by the next progress meeting.
5. Solutions for the unresolved and anticipated problems.
6. Project coordination with the other private or government entities.

Web Page Material

Adams County shall create and maintain a webpage for the Project and may from time to time request information from the Consultant for the webpage during any phase of the Project.

Adams County FTP site

Consultant shall use Adams County's FTP site or another agreed upon hosting site for the transfer and sharing of all electronic Project files including but not limited to documents, maps and graphics.

Proposal Evaluation

The County will designate a Selection Committee to evaluate and rate the individual proposals. After the proposals are reviewed, the County will determine which firms will be selected for interviews.

Evaluation Criteria and Points Awarded:

- Qualifications and experience of firm.
- Qualifications of key personnel.
- Approach to proposed project, including design issues and project constraints.
- Project understanding. Providing creative solutions to identified challenges.
- Approach to /extent of community outreach for both English and Spanish speakers.
- Proposal completeness;
- Experience with public agencies and utility companies.
- Project design fee/Cost of Services.

Progress/Payment

The Consultant will document work progress, and project meetings through monthly progress reports submitted to the Adams County Project Manager as part of the monthly billing procedure. The Consultant will be paid monthly, based on work completed. Payment will be contingent on completion of the work in a manner acceptable to the County and for the specified pay period. All contract work will be subject to approval by the County Project Manager. Payment will be withheld on all unsatisfactory work. All such work shall be corrected without additional cost to the County.

General Proposal Requirements

All proposals must be signed.

Work will start upon receipt by the Consultant of the written Notice-to-Proceed

Whenever addenda are issued, they must be acknowledged on the proposal.

Proposals may not be withdrawn after the date and hour set for closing. Failure to enter into a contract, or honor the purchase order by the selected Consultant will be cause for removal of the Consultant's name from the Vendor's List for twelve months from the date of this opening.

Issuance of this invitation does not commit Adams County to award any contract.

A formal contract is required, the proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

The County assumes no responsibility for failure of any communications equipment, either within its facilities or from outside causes.

The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: Making Connections Planning and Implementation Plan.

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close County Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the proposal opening time and date. No Consultant will be considered above all others by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.

Proposals must be furnished exclusive of taxes.

No award will be made to any person, Consultant or corporation that is in arrears upon any obligation to the County.

If proposer is a corporation, proposer warrants the corporation is in good standing with the Colorado Secretary of State and authorized to conduct business within the State of Colorado.

The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, or any proposal that does not meet bonding requirements, or proposals that do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals that are not to form, and to award to the most qualified and most responsive and responsible offeror, or to require new proposals.

Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone or facsimile machines will not be accepted.

Adams County is an Equal Opportunity Employer.

bit F – Attachment A: DBE/SBE Requirements

Attachment A

Civil Rights/Equal Employment Opportunity/ DBE Program Requirements RFP/IFB

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APPENDICES

A. Form of DBE Participation Report

B. DBE Enclosures

- Enclosure 1A DBE Affidavit
- Enclosure 1B DBE Affidavit
- Enclosure 2 Schedule of DBE Subcontractor Participation
- Enclosure 3 Letter of Intent to Perform as a Subcontractor
- Enclosure 4 Solicitation Statistics
- Enclosure 5 Employer Certification of Workforce
- Enclosure 6 Disadvantaged Business Outreach
- Enclosure 7 DBE Unavailability Certification

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PART A

SPECIFIED FEDERAL REQUIREMENTS

The Contractor shall perform its obligations and shall require each Subcontractor to perform its respective obligations under this Contract and the Subcontracts in accordance with, the following requirements. The Contractor shall insert this Part A, Attachment A and its enclosures (Civil Rights/WIN Requirements) into each Subcontract regardless of the tier.

1. **CIVIL RIGHTS REQUIREMENTS APPLICABLE TO THE CONTRACT**

1.1 ***CIVIL RIGHTS***

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number:

Contract No. (the **Contract**).

Proposer:

Subcontractor – if applicable:

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

Phone: _____ Fax: _____

Email: _____

Website: _____

Currently Sponsored Disadvantaged Business Outreach Activities:

How can RTD assist you in your current Disadvantaged business outreach efforts?

Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees: ☐ Yes ☐ No

If so, how? _____

APPENDIX B, ENCLOSURE 7– DBE UNAVAILABILITY CERTIFICATION

I, _____,

Name

Title

of _____, certify that *[the Contractor]*,
made the following efforts to meet the DBE Goals on Regional Transportation District
Contract No. for the Project:

[please attach any additional efforts that do not fit on this form]

- A Contractor representative attended the pre-bid meeting. Yes _____ No _____

- Newspaper Advertisement Log: (attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Dates of Advertisement

- Selected portions of the work to be performed by [DBEs]

Work Categories	Type of Bid (Subcontractor or Supplier)	Contractor's Estimated Budget	Additional Comments

- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc.
- *[List any specific offers made by Contractor]*

--

▪ Solicited the following DBEs

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category

▪ Followed up with initial contacts

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments

▪ Contacted the following other agencies, organizations in recruitment of DBE including RTD:

Date	Organization	Phone #

As shown by the documentation provided to RTD, we feel that we have made good faith effort to attain the DBE Goals.

Signature: _____

Date: _____

r also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1. *During the performance of this contract, the contractor or subcontractor:*

(i) **WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY OR AGE. THE CONTRACTOR WILL ENSURE THAT EQUAL EMPLOYMENT OPPORTUNITY IS AFFORDED TO ALL APPLICANTS IN RECRUITMENT AND EMPLOYMENT, AND THAT EMPLOYEES ARE TREATED, DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY OR AGE. SUCH EQUAL EMPLOYMENT OPPORTUNITY SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.**

(ii) **WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY OR AGE. THE CONTRACTOR AGREES TO COMPLY WITH ANY REGULATIONS PROMULGATED BY THE EEOC, OFCCP, DEPARTMENT OF LABOR, DEPARTMENT OF JUSTICE, THE REGIONAL TRANSPORTATION DISTRICT, COLORADO REVISED STATUTES AND ALL OTHER RELEVANT STATE AND LOCAL LAWS.**

PART B
DISADVANTAGED BUSINESS ENTERPRISES
PROGRAM REQUIREMENTS

1. DEFINITIONS

Unless the context requires otherwise, capitalized terms used in this Attachment A shall have the meanings given to them in Appendix H (Definitions) of the Instructions to Proposers. However, if there is a conflict, the definitions in this section shall prevail. In addition, the following capitalized terms shall have the meanings set out below:

Contract Goal (DBE goal) means a goal determined by such factors as the type of work involved, the location of the work and the availability of the DBEs for the work of the particular contract.

Contractor means any Project Contractor that subcontracts with a DBE for performance of the Work, as applicable.

Commercially Useful Function occurs when a DBE firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved in substance as contemplated by the federal regulations codified at 49 CFR Part 26. The DBE firm must also be responsible for materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the materials itself.

Disadvantaged Business Enterprise (DBE) means each of the following:

- (i) *that is at least 51% owned and controlled by one or more Socially and Economically Disadvantaged individuals or, in the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding; In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals; In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals;*
 - (i) *whose eligible principle(s) personal net worth does not exceed \$1,320,000. The personal net worth excludes the equity of the eligible principle's primary residence and the equity of the eligible principle's firm*
 - (ii) *whose average annual gross receipts for the past 3 years cannot exceed \$22.41 million*
 - (iii) *whose management and daily operations are controlled by one or more of the Socially and Economically Disadvantaged individuals who owns it; and*
 - (iv) *that is certified as a "Disadvantaged Business Enterprise" in the*

state's Unified Certification Program.

DBE Enclosures means the certificates and forms provided in Appendix B of this Attachment.

DBE Goals has the meaning given to it in Section 3.1 of this Attachment.

DBE Liaison means a representative of the Contractor with direct and independent access to the Contractor's project manager and/or chief operating officer. This can be a collateral duty. The DBE Liaison has management responsibility for implementing, managing and reporting on achievement of the DBE Goals, ensuring compliance with 49 CFR Part 26, communicating subcontracting, business development and supportive services activity at all tiers. The DBE liaison is also responsible for serving as the point of contact with RTD's Disadvantaged Business Office for all reporting, submission of properly completed forms/documents, and for responding to any compliance issues/matters.

DBE Participation Report has the meaning given to it in Section 3.10 of this Attachment.

Small Business Office or **SBO** means the RTD Department responsible for administering the DBE/SBE Programs.

2. Overview of RTD's DBE Program Policy

- (a) RTD's policy is to ensure nondiscrimination in the award and administration of the District's construction contracts, professional service contracts, and in the procurement of common goods and services. The Contractor shall comply with and implement requirements of RTD's DBE Program and 49 CFR Part 26 in the award and administration of Subcontracts under this Agreement. The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the performance of this Contract. The Contractor shall ensure that the nondiscrimination clause(s)/ flow-down provisions found in Section I be incorporated in all subcontract agreements regardless of tier. It is RTD's intention to create a level playing field on which DBE's can compete fairly for federally funded contracts. Failure by the Contractor to comply with or implement these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate. RTD's commitment to the DBE Goals is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

Additionally:

(i) **THE AVERAGE ANNUAL GROSS RECEIPTS FOR THE PAST 3 YEARS CANNOT EXCEED \$22.41 MILLION. THIS AMOUNT INCLUDES ANY AFFILIATE BUSINESSES OWNED IN WHOLE OR PART BY ANY APPLICANT OWNER OR STOCKHOLDER REGARDLESS OF THEIR OWNERSHIP INTEREST.**

(ii) **THE PERSONAL NET WORTH OF THE ELIGIBLE PRINCIPLE(S) OF A DBE FIRM MUST BE LESS THAN \$1,320,000 (ON AN INDIVIDUAL BASIS) - EXCLUDING THE EQUITY OF THE ELIGIBLE PRINCIPLE'S PRIMARY RESIDENCE AND THE EQUITY OF THE ELIGIBLE PRINCIPLE'S FIRM. AT LEAST 51% OF THE OWNERS/STOCKHOLDERS MUST MEET THE PERSONAL NET WORTH CRITERIA FOR THE BUSINESS TO BE ELIGIBLE. APPLICANTS CANNOT TRANSFER OWNERSHIP SOLELY FOR THE PURPOSE OF QUALIFYING FOR THE DBE PROGRAM. IF IT COMES TO RTD'S ATTENTION, THAT THERE HAS BEEN A TRANSFER OF AN OWNER'S ASSETS, RTD MAY REQUEST THE CERTIFYING AUTHORITY UNDER THE COLORADO UCP TO EVALUATE TRANSFERS OF OWNERSHIP WITHIN THE PAST TWO YEARS TO DETERMINE COMPLIANCE WITH THE PERSONAL NET WORTH REQUIREMENTS.**

(iii) **TO COUNT A DISADVANTAGED BUSINESS' PARTICIPATION TOWARD THE GOAL ESTABLISHED FOR THIS CONTRACT, THE PROPOSED DBE(S) MUST BE CERTIFIED AS A DBE(S) WITH THE CITY AND COUNTY OF DENVER OR CDOT (COLORADO UCP) UNDER THE NAICS CODE THAT COINCIDES WITH THE SCOPE OF WORK THAT THEY WILL EXECUTE IN THE PROJECT. THE DBE FIRM MUST BE CERTIFIED**

AS A DBE AND PERFORM A “COMMERCIALLY USEFUL FUNCTION” AS DEFINED IN THIS ATTACHMENT. PRIME CONTRACTORS SHOULD ALSO BE SURE THAT THE DBE IS CERTIFIED AS OF THE DATE THAT RTD RECEIVES THIS BID/PROPOSAL UNLESS SOME OTHER TIME FRAME IS REQUIRED BY THE NATURE OF THE PROJECT DELIVERY METHOD, PROJECT DURATION OR WHEN THE DBE IS APPROVED BY RTD TO BE ADDED TO THE CONTRACTOR’S SCHEDULE OF PARTICIPATION.

3. General Requirements

3.1 DBE Goals

- (i) Unless otherwise indicated in the Contract or an addendum to the Contract, for Invitations for Bids (IFB), the contract will be awarded to the lowest responsive and responsible bidder. For Request for Proposals (RFP) with best value criteria, the contract will be awarded to the responsive and responsible proposer or proposers who best meet the Evaluation Criteria, cost and other factors considered (including DBE Program requirements and DBE approach/strategy). A bidder/proposer who fails or refuses to complete and return the required enclosures to this Attachment will be deemed non-responsive. The specified DBE participation goal applies to all post selection negotiations. The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). All extensions, amendments, and options of the contract are subject to review by RTD's SBO. The SBO may determine that a modification may impact the Contractor's ability to comply with its initial commitment. However, a partial waiver of the goal will not be considered until the end of the contract and the totality of the Contractor's compliance efforts are assessed to determine its ability to comply with the initial commitment. The SBO will evaluate all decisions to self- perform scopes of work where DBE availability was present, yet not solicited, **not utilized or disregarded**. RTD has specified a **XX % DBE Participation goal**. During the entire project duration the Contractor shall ensure:

- (A) *that at least __% (calculated by Dollar value) of the Work be performed by DBEs. If this contract involves an alternative project delivery method or the project duration is multi-year, RTD may specify that certain percentages of participation be attributable to specific phases of the project. If that is the case, this section will reflect the additional requirements including the requirements associated with a DBE Plan/Program submission.*

or

- (B) *demonstrate with satisfactory documentation that it has made good faith efforts to meet the DBE Goal, as applicable. Contractors failing to meet the specified DBE goal are required to submit DBE Unavailability Certification, in the form set out in the Attachment A (Enclosure 7: DBE*

Unavailability Certification) along with complete documentation of good faith efforts to meet the goal. Failure to provide complete documentation/detailed written explanations of good faith efforts will result in the bid/proposal being deemed non-responsive. Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE participation goal assigned to this contract.

Multi-Year and Design Build Project Requirements

To be considered a responsive bidder/proposer, when a DBE goal is specified for design-build projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE participation goal for each phase of the design build process in its DBE Plan specifically identifying certified DBE firms that will be performing services or providing supplies in the first year of the design/build contract (in both the design and construction phases, as applicable) and Attachment A enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the bid/proposal. At a minimum, the bidder/proposer must identify the value of both the design and construction services to be spent during the first year (unless a greater timeframe is specified/required in the instructions to bidders/proposers).

- (ii) *The DBE participation goal applies to the total value of all work performed under the contract which includes the value of all change orders, amendments and modifications. Any partial waiver determination will be made at or near the conclusion of the contract when the totality of the circumstances can be taken into consideration and the Contractor's efforts can be objectively evaluated. Material supplies are credited for 60% of their contract value unless they are deemed to be a broker or transaction expeditor in which case only the fee or commission may be counted toward the goal (so long as the DBE is performing a commercially useful function). If it is determined that the DBE is not performing a commercially useful function, then no participation credit shall be attributable to their participation on the contract.*
- (iii) *To count DBE participation toward the goal established for this contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Additionally, the DBE firm must be certified as a DBE and perform a "commercially useful function" as defined in this Attachment.*

3.2 Joint Ventures

- (i) *A Joint Venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine*

their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

- (ii) *RTD will count toward its DBE goal a portion of the total dollar value of a contract with a joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the DBE goal(s) and such services/supplies/NAICS codes are approved for DBE participation credit. The joint venture agreement MUST specify the services, dollar value, reporting structure and details of the DBEs performance requirements associated with the percentage of the joint venture ownership.*

3.3 ***DBE Liaison***

- (i) *The Contractor shall designate a DBE Liaison who shall be responsible for the following:*

(A) **DAY-TO-DAY OPERATIONAL COMPONENTS OF THE DBE PROGRAM;**

(B) **EFFECTIVELY RESPONDING TO AND REPORTING TO THE SBO ON THE STATUS OF ANY DBE CONTRACTOR/SUPPLIER;**

(C) **SUBMITTING EXECUTED DBE SUBCONTRACTS/PURCHASE ORDERS AND ANY SUBSEQUENT MATERIAL AMENDMENTS THERETO TO THE SBO WITHIN THIRTY (30) DAYS OF THE SUBCONTRACTOR AGREEMENT EXECUTION (HOWEVER, NO DBE SHALL COMMENCE ANY WORK OR PROVIDE ANY MATERIAL/SUPPLY WITHOUT AN EXECUTED SUBCONTRACT/PURCHASE ORDER);**

(D) **INTERFACING WITH THE SBO REGARDING DBES' ISSUES AND OBTAINING APPROVALS FOR ALL DBE REPLACEMENTS, SUBSTITUTIONS OR TERMINATIONS; AND**

(E) **CARRYING OUT OR IMPLEMENTING TECHNICAL ASSISTANCE ACTIVITIES SO THAT THE PLAYING FIELD IS LEVEL FOR DBES.**

(F) **PREPARE, COMPLETE AND SUBMIT ALL REQUIRED COMPLIANCE DOCUMENTATION, INCLUSIVE OF SUBCONTRACT AGREEMENTS, SCHEDULE OF PARTICIPATION ENCLOSURE, MONTHLY PAYMENT FORMS**

(G) **ENSURE ALL CONTRACTUAL REQUIREMENTS OF THE DBE PROGRAM INCLUSIVE BUT NOT LIMITED TO PROMPT PAYMENT, TERMINATION/SUBSTITUTION/REPLACEMENT/REDUCTION OF SCOPE, CHANGES, NON-DISCRIMINATION ARE COMPLIED WITH AND IN THEIR SUBCONTRACT AGREEMENTS WITH ALL OF THEIR SUBCONTRACTORS REGARDLESS OF TIER**

(H) **A REPRESENTATIVE OF THE CONTRACTOR HAVING MANAGEMENT RESPONSIBILITY FOR IMPLEMENTING, MANAGING AND**

REPORTING ON ACHIEVEMENT OF THE DBE GOALS, COMMUNICATING SUBCONTRACTING, BUSINESS DEVELOPMENT AND SUPPORTIVE SERVICES ACTIVITY AT ALL TIERS, ENSURING COMPLIANCE WITH THE NON-DISCRIMINATION PROVISIONS AND THE AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS.

(I) MONITORING LOWER TIER SUBCONTRACTORS AND SUPPLIERS TO ENSURE THAT THEY COMPLY WITH THE DBE PROGRAM REQUIREMENTS AND THE DBE PLAN SUBMITTED BY THE PRIME CONTRACTOR.

(x) In lower value or shorter duration contracts, the DBE Liaison responsibilities may be a collateral responsibility.

- (ii) *The DBE Liaison shall submit a written monthly report detailing the activities and documentation of good faith efforts of the previous month as well as submitting DBE Participation Reports, all additional requested forms and shall schedule monthly meetings with the SBO to address any issues or concerns.*

Flow-Down Provisions:

The Contractor must include the following provisions in their subcontract agreements with their DBE subcontractors as well as ensure that tiered-contractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements: 3.4 prompt payment provisions, 3.5 DBE Removal/Termination/substitution/Reduction of Scope provisions, and 3.7 Changes provisions. The contractor will be required to submit to the RTD Small Business Office all DBE subcontracts/purchase orders within 30 days of the execution of its contract with RTD or issuance of the notice to proceed (whichever occurs first). However, in no event shall a DBE perform any service or procure any supply unless RTD's SBO has a copy of the executed subcontract agreement or purchase order.

3.4 Prompt Payment of DBE Subcontractors

- (i) *The Contractor shall ensure that:*

(A) EACH CONTRACTOR SHALL PAY ITS RESPECTIVE DBE SUBCONTRACTORS ANY UNDISPUTED AMOUNT OWED TO SUCH SUBCONTRACTOR WITHIN 30 DAYS OF RECEIPT OF THE SUBCONTRACTOR'S RECEIPT BY SUCH CONTRACTOR, REGARDLESS OF WHETHER SUCH CONTRACTOR HAS BEEN PAID FOR SUCH INVOICE BY RTD;

(B) APPROVAL OF INVOICES IS NOT UNREASONABLY DELAYED AND THAT INVOICES SHALL BE EITHER APPROVED OR REJECTED WITH WRITTEN NOTICE OF DEFICIENCY OR DISPUTE TO THE PAYEE DBE SUBCONTRACTOR WITHIN TEN DAYS OF RECEIPT OF INVOICE BY THE CONTRACTOR; AND

(C) EACH CONTRACTOR MAKES PROMPT AND FULL PAYMENT OF ANY RETAINAGE KEPT BY SUCH CONTRACTOR TO ITS RESPECTIVE SUBCONTRACTORS DBE WITHIN 30 DAYS AFTER SUCH DBE'S WORK HAS BEEN ACCEPTED AND COMPLETED BY CONTRACTOR, UNLESS CLAIM IS FILED AGAINST A SUBCONTRACTOR;

(D) FAILURE TO COMPLY WITH THE ABOVE MAY GIVE JUST CAUSE TO WITHHOLD PAYMENT FROM CONTRACTOR UNTIL PAYMENT TO THE SUBS IS SATISFIED. DEPENDING ON EXTENT OF FAILURE TO COMPLY WITH THE ABOVE, SUCH FAILURE MAY ALSO BE CONSTRUED TO BE A BREACH OF CONTRACT.

(E) The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements.

- (ii) Joint Check Utilization: A joint check is a two party check between a DBE, a prime contractor and a regular dealer of materials/supplies. All joint check arrangements must be pre-approved by the SBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE and remedy a financial hardship for a specific period of time. There are monthly reporting requirements that must be complied with in order to receive DBE participation credit. The SBO will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime contractor.

3.5 DBE Removal/Termination/Substitution/Reduction of scope from Contract

- (i) *A Contractor must have good cause to remove/terminate/substitute/replace a DBE contractor and such removal/termination/substitution requires the consent and approval of RTD's SBO. This section also includes reductions to the DBEs scope of services and/or commitment values. No DBE subcontract may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part. To initiate the termination, substitution, removal or replacement process with a DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:*

(A) BEFORE TRANSMITTING TO RTD'S SBO ITS REQUEST TO TERMINATE AND/OR SUBSTITUTE A DBE CONTRACTOR, THE CONTRACTOR MUST GIVE NOTICE IN WRITING TO THE DBE CONTRACTOR AND RTD SBO. THE NOTICE MUST INCLUDE ITS REQUEST TO TERMINATE AND/OR SUBSTITUTE, REPLACE AND/OR REMOVE THE DBE, THE REASON FOR THE REQUEST AND ALL DOCUMENTATION TO SUPPORT ITS CLAIM. THE CONTRACTOR MUST SUBMIT A COPY OF THE NOTICE AND SUPPORT DOCUMENTATION TO RTD'S SBO AT THE TIME THE ORIGINAL LETTER IS SENT TO THE DBE CONTRACTOR;

(B) THE CONTRACTOR MUST GIVE THE DBE CONTRACTOR FIVE (5) BUSINESS DAYS TO RESPOND TO THE NOTICE AND PROVIDE THE SBO WITH REASONS, IF ANY, WHY IT OBJECTS TO THE PROPOSED TERMINATION OF ITS DBE CONTRACT AND WHY THE SBO SHOULD NOT CONSENT THE CONTRACTOR'S ACTION;

(C) RTD'S SBO WILL THEN OPEN A FORMAL INVESTIGATION INCLUSIVE OF REVIEW OF ALL DOCUMENTATION, CONDUCT INTERVIEWS AND SITE VISITS, IF NECESSARY. THE CONTRACTOR CARRIES THE BURDEN OF PROOF TO DEMONSTRATE GOOD CAUSE FOR THE TERMINATION AND/OR SUBSTITUTION;

(D) IF RTD'S SBO DETERMINES THE CONTRACTOR HAS GOOD CAUSE TO TERMINATE THE /DBE FIRM, THE SBO WILL PROVIDE WRITTEN CONSENT OF /DBE REMOVAL AND THE REQUIREMENTS TO SUBSTITUTE WORK TO ANOTHER DBE FIRM. IF RTD'S SBO FINDS THAT GOOD CAUSE DOES NOT EXIST TO TERMINATE THE DBE FIRM, THE SBO WILL PROVIDE A WRITTEN DENIAL OF THE REQUEST TO TERMINATE/REPLACE THE DBE CONTRACTOR AND WILL IMMEDIATELY REQUEST A CORRECTIVE ACTION PLAN FROM THE CONTRACTOR.

(E) FOR PURPOSES OF GOOD CAUSE TO REMOVE, REPLACE, TERMINATE OR REPLACE A DBE THE FOLLOWING CIRCUMSTANCES SHOULD EXIST: (1) FAILURE OR REFUSAL TO EXECUTE A WRITTEN CONTRACT WITHOUT GOOD CAUSE, (2) FAILURE OR REFUSAL TO PERFORM THE WORK OF ITS SUBCONTRACT IN A WAY CONSISTENT WITH NORMAL INDUSTRY PRACTICE AND THE CONTRACTOR HAS NOT ACTED IN BAD FAITH, (3) FAILURE TO MEET THE CONTRACTOR'S REASONABLE BONDING OR INSURANCE REQUIREMENTS, (4) INSOLVENCY, BANKRUPTCY OR CREDIT UNWORTHINESS THAT CREATES A RISK FOR THE CONTRACT, (5) INELIGIBILITY TO WORK ON PUBLIC WORKS PROJECT BECAUSE OF SUSPENSION OR DEBARMENT PROCEEDINGS, (6) A DETERMINATION THAT THE DBE IS NOT A RESPONSIBLE CONTRACTOR, (7) VOLUNTARY WITHDRAWAL FROM THE PROJECT BY WRITTEN NOTIFICATION THAT HAS BEEN VERIFIED, (8) INELIGIBILITY TO RECEIVE DBE PARTICIPATION CREDIT FOR THE TYPE OF WORK TO BE PERFORMED, (9) OTHER DOCUMENTED GOOD CAUSE THAT COMPELS THE REPLACEMENT OF THE DBE.

(F) IF THE CONTRACTOR IS APPROVED TO REPLACE/REMOVE/TERMINATE THE DBE, THE CONTRACTOR MUST MAKE GOOD FAITH EFFORTS TO REPLACE THE DBE WITH ANOTHER CERTIFIED DBE AND SHALL NOT SELF-PERFORM THE WORK/SERVICES.

- (ii) *The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements, regardless of their certification status.*

3.6 *Good Faith Efforts*

- (i) *To award a contract to a bidder/proposer that has failed to meet the DBE contract goals, the RTD SBO Manager will decide whether the contractor made a "good faith" effort to actively, effectively and aggressively seek DBEs to meet those goals prior to bid/proposal submission and in its commitments as set forth in their Schedule of Participation/the DBE Plan to continue its efforts to meet the DBE participation goals for subsequent phases of the project. Contractors are also responsible for collecting good faith effort documentation of all major non-DBE subcontractors/suppliers as part of their responsibility to implement the DBE Program.*

The kinds of efforts that are considered demonstrative of a "good faith" effort include, but are not limited to, the following:

(A) **WHETHER THE CONTRACTOR SOLICITED THROUGH ALL REASONABLE AND AVAILABLE MEANS (E.G. ATTENDANCE AT PRE-BID MEETINGS, ADVERTISING AND/OR WRITTEN NOTICES) THE INTEREST OF ALL CERTIFIED DBES WHO HAVE THE CAPABILITY TO PERFORM THE WORK OF THE CONTRACT. THE BIDDER MUST SOLICIT THIS INTEREST WITHIN SUFFICIENT TIME TO ALLOW THE DBES TO RESPOND TO THE SOLICITATION. THE BIDDER MUST DETERMINE WITH CERTAINTY IF THE DBES ARE INTERESTED BY TAKING APPROPRIATE STEPS TO FOLLOW UP INITIAL SOLICITATIONS.**

(B) **WHETHER THE CONTRACTOR SELECTED PORTIONS OF THE WORK TO BE PERFORMED BY DBES IN ORDER TO INCREASE THE LIKELIHOOD THAT THE DBE GOALS WILL BE ACHIEVED. THIS INCLUDES, WHERE APPROPRIATE, BREAKING OUT CONTRACT WORK ITEMS INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION, EVEN WHEN THE PRIME CONTRACTOR MIGHT OTHERWISE PREFER TO PERFORM THESE WORK ITEMS WITH ITS OWN FORCES.**

(C) **WHETHER THE CONTRACTOR PROVIDED INTERESTED DBES WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE CONTRACT IN A TIMELY MANNER TO ASSIST THEM IN RESPONDING TO A SOLICITATION.**

(D) **WHETHER THE CONTRACTOR NEGOTIATED IN GOOD FAITH WITH INTERESTED DBES. IT IS THE BIDDER'S RESPONSIBILITY TO MAKE A PORTION OF THE WORK AVAILABLE TO DBE SUBCONTRACTORS AND SUPPLIERS AND TO SELECT THOSE PORTIONS OF THE WORK OR MATERIAL NEEDS CONSISTENT WITH THE AVAILABLE DBE SUBCONTRACTORS AND SUPPLIERS, SO AS TO FACILITATE DBE PARTICIPATION. THE FACT THAT A BIDDER MAY PERFORM 100% OF THE WORK WITH ITS OWN WORKFORCE IS NOT SUFFICIENT JUSTIFICATION TO FAIL TO NEGOTIATE WITH DBES OR**

NOT TO MEET THE DBE PARTICIPATION GOAL ASSIGNED TO A PROJECT.

(E) EVIDENCE OF SUCH NEGOTIATION INCLUDES THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF DBES THAT WERE CONSIDERED; A DESCRIPTION OF THE INFORMATION PROVIDED REGARDING THE PLANS AND SPECIFICATIONS FOR THE WORK SELECTED FOR SUBCONTRACTING; AND EVIDENCE AS TO WHY ADDITIONAL AGREEMENTS COULD NOT BE REACHED FOR DBES TO PERFORM THE WORK.

(F) WHETHER THE CONTRACTOR MADE EFFORTS TO ASSIST INTERESTED DBES IN OBTAINING BONDING, LINES OF CREDIT, OR INSURANCE AS REQUIRED BY THE RECIPIENT OR CONTRACTOR.

(G) WHETHER THE CONTRACTOR MADE EFFORTS TO ASSIST INTERESTED DBES IN OBTAINING NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES.

(H) WHETHER THE CONTRACTOR EFFECTIVELY USED THE SERVICES OF AVAILABLE MINORITY/WOMEN COMMUNITY ORGANIZATIONS, CONTRACTORS' GROUPS AND OTHER ORGANIZATIONS TO PROVIDE ASSISTANCE IN THE RECRUITMENT AND PLACEMENT OF DBES, INCLUDING RTD'S SBO.

(I) WHETHER OTHER BIDDERS/PROPOSERS ON THE PROCUREMENT MET THE DBE GOALS AND SUBMITTED AN ACCEPTABLE DBE PLAN DEMONSTRATING COMPLIANCE WITH THE DBE PROGRAM REQUIREMENTS FOR A DESIGN-BUILD PROJECT.

- (ii) *If, after reviewing the "good faith efforts" documentation submitted by the contractor, the RTD SBO Manager determines that "good faith efforts" were met, the contract will be recommended for award to the contractor. If the SBO Manager determines that the contractor failed to meet the "good faith efforts" requirements, the contractor will be informed in writing that their submittal was deemed non-responsive to the Attachment A requirements and will not be considered for contract award. The contractor may appeal the decision of the RTD SBO Manager to the Good Faith Efforts (GFE) Committee. If the contractor wishes to appeal, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of being informed of the decision of the RTD SBO Manager that their submission was non-compliant.*
- (iii) *If the decision of the SBO Manager is appealed in writing, within the 5 day submission window, the GFE Committee will review the documentation initially submitted by the contractor - and no other information - under this Section to decide whether the DBE requirements have been satisfied through "good faith efforts".*
- (iv) *If the written appeal request is received after the 5 business day submission window, it will be disallowed and the determination of the RTD SBO Manager that the submission was non-compliant will stand.*

- (v) *If the GFE committee determines that "good faith efforts" were met, the contract will be recommended for award to the contractor. If the GFE Committee determines that the contractor has failed to meet the good faith effort requirements, the contractor will be informed in writing. The contractor has an opportunity for administrative reconsideration of the determination of the GFE committee. If the contractor requests administrative consideration, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of receiving the decision of the GFE Committee that their submission was non-compliant. If the written administrative consideration request is received after the 5 business day submission window, it will be disallowed and the determination of the GFE committee that the submission was non-compliant will stand.*
- (vi) *The reconsideration official will be a member of RTD staff who did not take part in the initial "good faith" effort decision. The reconsideration official will review the documentation initially submitted – and no other information - under this Section to decide whether the DBE requirements have been satisfied through good faith efforts.*
- (vii) *If the reconsideration official determines that "good faith" efforts were met, the contract will be recommended for award to the contractor. If the reconsideration official determines that the contractor has failed to meet the "good faith effort requirements, the contractor will be informed in writing. The result of the reconsideration process is not administratively appealable to the Department of Transportation.*

3.7 Changes

- (i) *The DBE participation goal shall apply to the performance/dollar value of all obligations under this Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the contractor or RTD. Post award requests for partial waivers may be considered by RTD's SBO but a final determination shall not be rendered until the contract has been substantially completed and the Contractor lacks the ability to satisfy the DBE participation goal.*
- (ii) *Changes to the value or scope of work committed to a DBE must be pre-approved by the SBO and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in section 3.5 above.*

3.8 Requirements of Attachment A Enclosures

- (i) *The Contractor must complete and return all applicable Enclosures in the forms set out in this Attachment with bid/proposal. All enclosures must also be submitted with the bid/proposal.*
- (ii) *The Enclosure 2 Schedule of Participation enclosure subsequent to the award*

must be submitted with the addition of each identified DBE firm.

- (iii) *The Enclosure 3 Letter of Intent (LOI) enclosure subsequent to the award must be submitted with the addition of each identified DBE firm.*
- (iv) *The Contractor completing the Attachment A Enclosures is advised to contact the RTD's SBO at (303) 299-2111 if they have any questions or concerns prior to submitting bid/proposal documentation. Additional Attachment A documentation will not be accepted after the contractor submits their bid/proposal to RTD.*

As a condition of the award, the contractor must use those DBEs listed to perform the specific work items or supply the materials as committed in the Enclosure 2 Schedule of Participation and Enclosure 3 Letter(s) of Intent (LOI) and the contractor is not entitled to any payment for work or materials performed by its own or any other forces if the work or supplies were committed to a DBE, unless it receives prior written consent by RTD Small Business Office for a replacement of the DBE for good cause.

- (v) *Failure to return all required DBE Enclosures will result in your bid/proposal being deemed non-responsive. Modification of any Enclosure documentation will result in your bid/proposal being deemed non-responsive.*

Periodically, after award of the contract, RTD's SBO in conjunction with the contractor may determine that an enclosure is more beneficial with modifications or that an additional enclosure is necessary to more effectively report the status of DBE participation or performance and resolution of DBE concerns/issues. RTD has the right to ask for a modification. Such a revised enclosure shall be incorporated into contract as an additional requirement.

3.9 Reporting and Orientation Requirements

- (i) *The Contractor shall submit at least monthly, a DBE Participation Report in the form set out in Appendix A (Form of DBE Participation Report). The Contractor shall submit each completed DBE Participation Report to RTD's SBO.*
- (ii) *The Contractor acknowledges that the SBO has the right to independently confirm the information contained in the submitted DBE Participation Reports by soliciting such information from each DBE Subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such DBE contractor from disclosing any such information or cooperating in any investigation initiated by the SBO.*
- (iii) *The Contractor shall submit to RTD's SBO a Subcontractors Participation and Payment Form documenting all payments made to all DBEs and non-DBEs on a form provided/approved by RTD's SBO.*
- (iv) *The DBE contractor shall submit to RTD's SBO a summary of payments received from its contractor, regardless of their lower tier, on a form approved by RTD's SBO.*

- (v) *The DBE contractor may be selected to participate in a commercially useful function review or a DBE compliance review before their contract can be closed by RTD. DBEs are required to fully cooperate with RTD's SBO or its designee in the compliance review process. The commercially useful function review process will be initiated with a request for documents relating to contract performance and management of the actual work performed on the contract. The scope and intensity of each commercially useful function review will depend on the specific facts and circumstances. The commercially useful function is purposed to verify the amount of DBE participation credit, to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE that would be inconsistent with the intent and objectives of the DBE Program. The commercially useful function review is more formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE contractor may be subjected to an informal compliance review by RTD's SBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where RTD actually observes and assesses the services/supplies being provided by the DBE.*
- (vi) The Contractor or any of its lower tier non-DBE subcontractors may be selected for a DBE compliance review to ensure that they are in compliance with the DBE Program requirements. This process will be initiated in a formal manner with written notice and instructions sent to the Contractor or its major subcontractor. The process will conclude with a close-out interview or debriefing where the Contractor or non-DBE firm will be given an opportunity to refute the determination or add to any corrective action requested by RTD. The contractor must cooperate with any DBE Program audit or compliance review. Failure to cooperate can result in part or all of the DBE participation credit being denied/removed from counting toward the DBE participation goal for the contract.
- (vii) *All DBEs are required to participate in the RTD's DBE Orientation Program if awarded an RTD contract, subcontract or purchase order before commencing work or providing supplies on this contract. Failure to participate in the DBE orientation program may result in a denial of DBE participation credit for the project/contract. For good cause, the orientation may be delayed if pre-approved by RTD. DBEs may be required to repeat the orientation if there are changes to the DBE Program requirements, changes in the DBE regulations, changes in the DBE personnel, or if the DBE is experiencing challenges in complying with the reporting requirements.*

ATTACHMENT A DBE ENCLOSURE CHECKLIST

This checklist will help you verify all the required enclosures are complete and submitted as required. Submit this checklist as the front page of your Attachment A Enclosures. Attachment A Enclosures are to be submitted with bid/proposal. Failure to submit a completed checklist with your Attachment A Enclosures may result in your proposal to be deemed Non-Responsive. Modification of any Attachment A Enclosure prior to the official award of the contract will result in your proposal being deemed Non-Responsive. All enclosures must be submitted with the bid/proposal. If you have any questions concerning the completion of any of the Enclosures, please contact RTD's Disadvantaged Business Office at (303) 299-2111.

[] **Form of DBE Participation**

This form must be submitted monthly by all prime contractors throughout the entire duration of the contract. This form needs to be submitted directly to the RTD SBO.

[] **Enclosure 1A: DBE Affidavit**

This form must be completed, signed and notarized by all Prime Contractors, whether DBE or not, to acknowledge the percentage of DBE participation and indicate intent to comply with the DBE goal

[] **Enclosure 1B: DBE Prime Affidavit**

This form must be completed, notarized and signed only if the bidder/proposer is a DBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current DBE certificate by all **DBE prime contractors** to affirm DBE status.

[] **Enclosure 2: Schedule of DBE Participation**

This form must be submitted by all Prime contractors including DBE Prime contractors. It must contain the following information: names and addresses of certified DBE participating subcontractors, the work they are to perform and the dollar value of each proposed certified DBE contract. The Contractor subsequent to award must update and submit this form with the addition of each identified DBE firm. The Contractor is required to enter into subcontract agreements or issue purchase orders to all DBEs within thirty (30) days of notice to proceed.

[] **Enclosure 3: Letter of Intent to Perform as a Subcontractor**

This form must be submitted by the Contractor. It must contain the following information: names and addresses of certified DBE participating subcontractors, the work they are to perform and the dollar value of each proposed certified DBE contract and be signed by the DBE subcontractor. The Contractor subsequent to the award must submit this form with the addition of a DBE. A copy of the current DBE Certificate for each listed DBE subcontractor must be attached.

[] **Enclosure 4: Solicitation Statistics**

This form is for statistical purposes only. It is for the prime and all companies the prime receives bids from on subcontract work.

[] **Enclosure 5: Employer Certification of Workforce**

This form defines the make-up of the company's work force and must be filed by every prime contractor with 50 or more employees or has a contract of \$50,000 or more.

[] Enclosure 6: Disadvantaged Business Outreach

This form provides current outreach program information for contracted prime and subcontractors.

[] Enclosure 7: Unavailability Certification

This form must be submitted - along with complete documentation of good faith efforts - with the bid/proposal by a prime contractor who has failed to meet the specified DBE goal.