

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION TO AWARD AN AGREEMENT TO AYRES AND ASSOCIATES FOR THE  
SUBDIVISION OF ADAMS COUNTY PROPERTY LOCATED AT 1931 BRIDGE STREET

Resolution No. 2014-036

WHEREAS, proposals were opened on October 22, 2013, for Professional Engineering Services for subdividing property located at 1931 Bridge Street, and,

WHEREAS, One proposal was submitted by a pre-qualified firm from the Request for Qualifications 2013.035 for Non-Project Specific Professional Services' (NPSPS) approved List of Engineering Firms for projects under \$75,000.00, and,

WHEREAS, Ayres and Associates, submitted a proposal that accurately represents the work that is necessary and meets all requirements within the RFP and agrees to perform the services in the amount of \$62,300.00, and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement to provide services to subdivide the property located at 1931 Bridge Street, Brighton, CO 80601, be awarded to Ayres and Associates in the amount of \$62,300.00.

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign the agreement with Ayres and Associates after negotiation and approval as to form is completed by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 27<sup>th</sup> day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 19<sup>th</sup> day of February 2014, 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 Ayres and Associates, located at 3665 JFK Parkway, Building 2, Fort Collins, CO 80526, 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 and the Contractor's response to the RFP 2013.245 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be through January 31, 2015.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: sixty-two thousand three hundred dollars (\$62,300.00).

- 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 negligent 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 negligent

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

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

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

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8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

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

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

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

## 9. TERMINATION:

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

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

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

## **10. MUTUAL UNDERSTANDINGS:**

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

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

Department: Adams County  
Contact: Kristin Sullivan  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton CO 80602  
Phone: 720-523-6857  
E-mail: ksullivan@adcogov.org

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

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6116

Contractor: Ayres and Associates  
Contact: Andrea Faucett  
Address: 3665 JFK Parkway, Building 2  
City, State, Zip: Fort Collins, CO 80526  
Phone: 970-223-5556  
E-mail: faucetta@ayresassociates.com

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

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

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

## **11. CHANGE ORDERS OR EXTENSIONS:**

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to



the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

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

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

**Board of County Commissioners**

[Signature]  
Chairman

2-19-14  
Date

**Ayres and Associates**

Andrea Faucett  
Signature

2/10/14  
Date

Andrea Faucett  
Printed Name

Manager Municipal Engineering  
Title

**Attest:**

Karen Long, Clerk and Recorder

[Signature]  
Deputy Clerk



Approved as to Form:

[Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

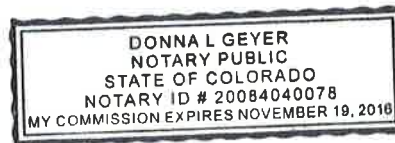
COUNTY OF Larimer)

STATE OF Colorado)SS.

Signed and sworn to before me this 10 day of February, 2014,

by Andrea Faucett,

[Signature]  
Notary Public



My commission expires on: 11-19-16





## **SCOPE OF WORK**

In order to subdivide the property, the County is requesting a variety of services, including but not limited to:

### Surveying

- Determination of acreage
- Obtain title commitments or policy of the property
- Site analysis
- Lot layout plans
- Preparation of plat documents
- Verify and establish property corners and boundaries
- File and record plat documents with the City
- Work with reviewers to obtain plat approval
- Utility locates
- Perform survey necessary for the preparation of site grading/drainage plans and reports
- All other professional surveying services necessary to complete the subdivision

### Engineering

- Perform alternative analysis of subdivision lot layouts with dimensions
- Analyze existing drainage facilities, and prepare preliminary drainage plans and reports and maintenance recommendations for the drainage facilities.
- Preparation of final drainage report
- Preparation of a Phase I Environmental study
- Preparation of operations and maintenance plans and agreements for infrastructure (including but not limited to drainage and access facilities).
- Geotechnical/soils report as required for the City's subdivision process (if necessary)
- Water and Sewer proof of service
- Work with reviewers to obtain plan approval
- All other professional engineering services necessary to complete the subdivision

### Planning Services

- Aid Adams County with rezoning and subdivision issues regarding the property
- Prepare land use / zoning applications and plans for submittal and review by County and City staff and review boards (such as Boards of Adjustment, Planning Commission, Board of County Commissioners, and City Council).
- Preparation and submittal of a Subdivision improvement agreement as necessary
- Attend planning and zoning meetings, public hearings, schedule and attend public meetings, and speak on behalf of the County

- All other professional planning services necessary to complete the rezoning / land use / subdivision process with the City of Brighton.

#### General Requirements

- It is preferred that the selected consultant pay the City of Brighton's fees required for this process. The County will directly reimburse the consultant.

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

Project Schedule: This project requires immediate assistance by the selected Consultant. The Consultant shall provide a detailed schedule with their proposal for review and consideration by the County. Project Schedule shall include anticipated durations of necessary County interaction. The Project shall be completed before or by June 30, 2014 (unless extended by the Adams County project manager in written format).

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

#### **ATTACHMENT:**

None

## CONSULTANT EVALUATION – SCORING FORM

<b>Panel Member:</b>		<b>Max. Score</b>
<b>Project Team/ Consultant:</b>		<b>25</b>
1) If the prime firm cannot provide some services for the project in house, they should use of subconsultants on the approved RFQ list unless the sub consultants had been listed in your RFQ proposal and successful on the past projects.		
Comments:		
<b>Rates of Services</b>		<b>30</b>
1) Evaluated firm's rates for personnel on an hourly basis 2) Evaluated sub-consultant's rates for personnel on an hourly basis including reimbursable expenses 3) Evaluated the project cost based on the project approach		
Comments:		
<b>Work Plan</b>		<b>20</b>
1) Firm demonstrated clear understanding of the project goals. 2) Project Approach		
Comments:		
<b>Project Schedule</b>		<b>25</b>
1) Firm demonstrated clear understanding of the project goals and is reflected in the Project Schedule 2) Project Schedule is detailed 3) Project Schedule includes coordination with Subconsultants and allows reasonable time for County input		
Comments:		
<b>Total Score</b>		







# 2013 Professional Engineering Services for Subdividing Adams County Property at 1931 Bridge Street

## Adams County

RFP 2013.245  
October 22, 2013

# PROPOSAL



ADAMS COUNTY  
COLORADO

ADAMS COUNTY, COLORADO  
PROPOSAL FORM

PLN 2013-00011 ENGINEERING SERVICES FOR THE  
SUBDIVIDING OF ADAMS COUNTY PROPERTY AT 1931 BRIDGE STREET  
PROPOSAL SIGNATURE PAGE

VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_ Addenda # \_\_\_ Addenda # \_\_\_

If None, Please write NONE. None.

Ayres Associates 10/18/13  
COMPANY NAME DATE

Corporation 39-0965082  
TYPE OF ENTITY (CORPORATION, TAX IDENTIFICATION NUMBER  
GENERAL PARTNERSHIP, ETC.)

Wisconsin  
STATE OF INCORPORATION, IF APPLICABLE

3665 JFK Parkway, Building 2 Andrea Faucett  
ADDRESS SIGNATURE

Fort Collins, CO 80526 Andrea Faucett  
CITY, STATE, ZIP CODE PRINTED SIGNATURE

970-223-5556 FaucettA@AyresAssociates.com  
TELEPHONE NUMBER FAX NUMBER or EMAIL ADDRESS

Larimer County Manager, Municipal Engineering  
COUNTY TITLE  
(Corporate Officer/Manager/General or Registered Agent, or General or Managing Partner)  
(Seal - If Proposal is by a Corporation)

October 22, 2013

Ms. Jennifer Tierney  
Purchasing Agent  
Adams County Government Center  
4430 South Adams County Parkway, Suite C4000A  
Brighton, CO 80601-8212

Via email: [jtierney@adcogov.org](mailto:jtierney@adcogov.org)

Subject: 2013.245 Professional Engineering Services  
for Subdividing Adams County Property at 1931 Bridge Street

Dear Ms. Tierney,

We appreciate the opportunity to submit on this project for subdividing the Adams County property at 1931 Bridge Street. We understand the County's intent to keep the northern portion of the project site, which is currently in use by the County, and sell the southern portion of the site. We also understand that in order to sell the southern portion of the site the property will need to be subdivided. Our proposed scope of work for accomplishing your goals follows.

## Scope of Work

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**Project Objectives:** The ultimate goal of the project is for Adams County to be able to sell the southern portion of the property at 1931 Bridge Street. The northern portion of the property is in use by the County and will remain in service. In order to sell the southern portion of the property the site will need to be legally subdivided. The project can generally be broken into three phases: **surveying, engineering, and site planning.**

The initial **surveying** work includes determining the exact acreage of the current project site, obtaining title commitments, and completing a boundary survey.

The **engineering** phase of this work will include investigating the current storm drainage system for the site and determining how that will be impacted by subdividing the property. A detention pond that appears to serve the entire site is located on the northwest side of the site, directly west of the existing building that is still in use. A curb cut on the southeast corner of the pond appears to allow runoff from the southern portion of the lot to drain into the pond. The engineering phase will include a Phase I environmental study of the site.

The **planning** phase of the work will include the submittals, meetings, public hearings, and public meetings required to address comments and questions from the County and City staff and review boards.

### Contact information:

Ayres Associates' project manager will be **Andrea Faucett**, 223.5556 (office); 556.2525 (cell)

Other Ayres staff: **Linsey Chalfant** (engineer), 223.5556 (office); 222-6089 (cell)

**Darby Shock** (surveyor), 223.5556 (office); 567-0172 (cell)

## Task 1 – Meetings, Coordination, Data Collection

**1.1 – Project team kickoff meeting.** A project team kickoff meeting will be held at the County's offices with County staff and appropriate team members. Ayres Associates will prepare and present a schedule that encompasses the three phases of the project. We will prepare and distribute meeting minutes.

**1.2 – Progress meetings.** Regular team progress meetings to discuss the progress of the project will be held. We propose meeting with County staff on a monthly basis. Ayres Associates and other team members will attend the meetings as required during the course of the design. These meetings may include other County or City staff or review authorities as needed. Meetings will be held at the County office or other agreed-upon location. A total of eight progress meetings are included in this scope. At and following the meetings, we will provide the following:

- Schedule updates at each meeting.
- Summary of meeting minutes, including action items.
- Written updates via email at other times as deemed necessary by Ayres Associates and County staff.

**1.3 – Initial data gathering.** Relevant information and data regarding the project site will need to be collected to move forward on the project, including the following:

- Complete title and records search of County records related to the project site.
- Any existing plans and reports that were prepared for the original site development, including any drainage reports and plans if available.
- Existing utility data.

## Task 2 – Survey Phase

**2.1 – Data Collection.** Field data collection and processing of the site including the following:

- Establishing local site control network.
- Performing detailed site topographic survey to include site topographic features, improvements (including existing storm drainage features), and planimetrics.
- Locating underground utilities. Underground utility markings to be completed by UNCC one-call service.
- Locating existing property boundaries and monumentation.

**2.2 – Property boundary, right-of-way (ROW), and existing site analysis.** Our analysis of existing property boundaries and relevant right-of-way boundaries will include:

- Development of 1-foot topographic contours based on survey data.
- Boundary and ROW analysis to determine if there are any boundary issues. At this time it is assumed Adams County's title to the subject property is free and clear of any encumbrances.
- Assistance for Adams County in obtaining appropriate title commitment paperwork and recorded right-of-way boundary information.

**2.3 – Plat preparation and monumentation.** Lot subdivision will be completed based on analysis completed in Task 3. Task 2.3 will be performed in conjunction with the Task 3.6 and Task 4 phases. Lot subdivision will include:

- Preparation of vicinity sketch plan and pre-application conference with the City of Brighton City Planner.
- Preliminary plat preparation per the City of Brighton Municipal Code.
- Final plat preparation per the City of Brighton Municipal Code.



### Task 3 – Engineering Phase

**3.1 – Alternative analysis for lot layout.** After obtaining the data in Tasks 1 and 2, we will prepare several alternatives for the subdivision of the proposed lot. Factors to consider will include drainage implications, utility impacts, driveway and adjacent roadway access for existing or proposed buildings, and parking lot impacts. We will meet with County staff during this process and work through the pros and cons of each alternative. Once the final alternative is selected, we will prepare the final plat and design documents required for the review process.

**3.2 – Analyze existing drainage facilities.** This task assumes Ayres Associates will be able to obtain some documentation of the existing drainage facilities, related to how they were sized and designed. We will prepare a drainage plan and report for the subdivided property. The report will detail how the current building and associated area will continue to drain and be served by the existing detention pond and how the new subdivided property will be drained in the future.

**3.3 – Operation and maintenance plans.** Because of the nature of the existing lot, we assume that even after being subdivided there will be some shared responsibilities related to maintaining the infrastructure, such as drainage and driveways. We will work with the County to prepare an operations and maintenance plan for the subdivided lot.

**3.4 – Geotechnical soils report.** Brierley Associates will conduct a subsurface investigation at the site that will include three borings to depths of 35 feet or practical auger refusal. Laboratory testing will be conducted on samples recovered from the borings to determine the index properties and swell potential of the soils and bedrock. Brierley Associates will provide a geotechnical data report that presents the results of their geotechnical investigation and describes the subsurface conditions at the site and any geologic hazards identified during their field investigation.

**3.5 – Phase I environmental study.** Smith Environmental and Engineering will conduct a Phase I environmental site assessment (ESA) in accordance with ASTM standard E 1527-05. SMITH will complete a site inspection, records review, and final report. SMITH assumes it will be given permission to enter and access to investigate the property. It also assumes that it will be given the name and phone number of the tenants that are knowledgeable about the recent land use history of the property, when given notice to proceed.

The site investigation will include a visual site inspection of the property and an adjoining land use survey of the subject property. SMITH will review design and as-built drawings (if available) of the buildings looking for underground storage tanks, storm drains, and any potential waste product repository to identify regulated equipment and structures that may contain polychlorinated biphenyls (PCBs) or other hazardous wastes, as well as to identify neighboring businesses and current land uses on adjoining properties to assess potential environmental impacts to the subject property. A site location map will be included in the final report.

The records review process will identify past ownership and land use that may be relevant in establishing potential environmental risks associated with the subject property. The records review will include the search of the following (when available): historic aerial photos, tax assessor files, land title records, street directories, and U.S. Geological Survey topographic quadrangles.

A detailed report will be prepared and will include report purpose, investigation methodology, site location, description of activities completed, a summary of information gathered from the records review, a summary of all recognized environmental conditions (REC) discovered during the assessment, a qualitative evaluation of the REC associated with the subject property, and recommendations for additional research (Phase II investigation), if needed, to quantify REC identified during the course of the assessment.

**3.6 – Initial Meeting with City and County Review staff.** This task provides time for Ayres Associates staff to meet with the City and County reviewers and go over the proposed plans, reports, and legal descriptions before the initial submittal. The goal is to make sure the submittal package is complete and that no red flags are apparent at the time of submittal.

#### Task 4 – Planning Services Phase

This phase of the project is specifically focused on working through the review process with each of the entities regarding the subdivision of the property. Those entities will likely include the Board of Adjustment, Planning Commission, Board of County Commissioners, and City Council.

**4.1 – Prepare land use and zoning applications for review.** Ayres Associates staff will prepare the land use and zoning applications for submittal by County and City staff, along with the review boards mentioned above.

**4.2 – Prepare subdivision improvement agreement.** If necessary, we will prepare the subdivision improvement agreement for review.

**4.3 – Planning and zoning meetings.** Andrea Faucett will prepare for and attend the planning and zoning meetings to speak on behalf of the County regarding the subdivision of the property. In addition, Andrea will attend public hearings and will schedule and attend public meetings related to this project and speak on behalf of the County.

#### Compensation

Ayres Associates will invoice the County monthly for the work performed during the previous month in accordance with Ayres Associates' current hourly rate schedule. For tasks described in this proposal, Ayres Associates will bill Adams County a professional service fee as shown below (detailed fee schedule shown on last page):

Task 1 – Meetings, coordination, and data collection: \$12,265

Task 2 – Survey phase: \$23,720

Task 3 – Engineering phase: \$15,615

Task 4 – Planning services phase: \$18,445

#### Period of Performance

The following is the anticipated period of performance for the work required to complete this project and meet the June 30, 2014, schedule. This schedule is quite aggressive yet will be manageable with continual decisions being made during the monthly progress meetings.

A. Anticipated notice to proceed	Oct. 28, 2013
B. Data gathering	Nov. 1-15, 2013
C. Survey phase	Nov. 1-29, 2013
D. Engineering phase	
Phase I ESA	Nov. 1-21, 2013
Alternative analysis	Dec. 2, 2013-Jan. 17, 2014
Analyze drainage	Jan. 17-30, 2014
Geotechnical	Jan. 3-10, 2014
Initial meeting with reviewer	Feb. 6, 2014
E. Planning phase	
Prepare applications	Feb. 7-21, 2014
Prepare subdivision agreement	Feb. 7-14, 2014
Planning, zoning, public meetings	March 4-May 30, 2014
Obtain approval by	June 30, 2014

## Proposal Assumptions

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Ayres Associates assumes that:

- Adams County will provide drawings and all other data related to the site, including legal descriptions, easements, topographic data, development plans, drainage reports, utility data, etc., that may relate to the project. The engineer is entitled to rely on the accuracy of the data provided by Adams County and the utility companies without any independent investigation or review.
- Design drawings will be produced using AutoCAD Civil 3D version 2013 software.
- Coordinate System Projection: Colorado State Plane, Central Zone. Horizontal datum: NAD83 (2011). Vertical datum: NAVD88 (GEOID12A).
- Indemnification clause in the contract can be modified for equitable risk between parties.
- Federal Emergency Management Agency coordination will not be required.
- Utility potholing is not included in this proposal.
- Utility locates for design will be based on as-built data provided by Adams County and locates provided by UNCC.

Sincerely,

Ayres Associates Inc.



Andrea H. Faucett, PE, CFM  
Manager - Municipal Engineering  
970.223.5556  
FaucettA@AyresAssociates.com



## About Ayres Associates and Subconsultants

Ayres Associates is a multi-specialty architectural and engineering consulting firm providing services from a network of 13 offices in seven states: Wisconsin, Minnesota, Arizona, Colorado, Wyoming, Georgia, and Florida. Colorado offices are in Fort Collins and Denver. We have approximately 275 employees.



Our firm is ranked 258th among the top 500 architectural/engineering firms in the nation by Engineering News Record magazine. We first were ranked on the ENR list in 1972, and our revenues have kept us among this caliber of firms ever since.

We provide architectural and engineering services to federal, state, county, municipal, tribal, and private clients in the design of all types of projects. We have provided study, planning, design, and related construction administration services for more than 25,000 projects.

Our project managers serve as key contacts with our clients and are given broad authority to meet our clients' needs. They provide responsive, personal service and pride themselves on exceeding our clients' expectations – not simply just meeting them.

### About SMITH

Smith Environmental and Engineering (SMITH) is an environmental consulting company located in Westminster, Colorado, that has provided study, report, and abatement services on more than 150 Phase I and II ESA and asbestos-containing materials/lead-based paint investigations in the past 11 years.

SMITH's 24 environmental scientists, hazardous waste specialists, and environmental engineers provide professional hazardous materials surveying and abatement services for public agencies. Each SMITH team member is cross-trained in many engineering and environmental disciplines and permitting areas. This cross training provides greater awareness of project issues by each task member and the ability to more efficiently complete studies and reports and acquire permits.

### About Brierley Associates

Brierley Associates is a national geotechnical, geostructural, tunnel, and trenchless design firm with offices in eight states, including Colorado. The firm's more than 60 engineers and geologists are experienced in all aspects of geotechnical engineering, design, and construction, including feasibility and risk assessment, geologic and geotechnical site characterization, and geostructural design. They are committed to providing accurate and focused information in a timely and cost-effective manner.



Additional services include subsurface evaluations, foundation design, dewatering system design, ground modification design, soil/rock slope engineering, and geologic mapping.

## Ayres Associates Key Staff

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Ayres Associates uses a project manager approach to provide engineering services. A registered professional engineer is assigned to serve as your primary contact, attend meetings, develop project budgets, schedule work, monitor progress and budgets, and see that this project is completed to your satisfaction.

The project manager coordinates work tasks with team members and is responsible for implementing Ayres Associates' quality assurance program on each project.

**Andrea Faucett, PE, CFM**, will your project manager, with support from Darby Schock, PLS, and Linsey Chalfant, PE. Resumes for all three, as well as those for our subconsultants from Brierley Associates and SMITH, are on the following pages.

## Andrea Faucett, PE, CFM, Project Manager



### Total Experience

29 Years

### Registrations

Registered Professional Engineer,  
CO, 1990

### Certifications

Certified Floodplain Manager, 2006

### Education

BS, Civil Engineering, Colorado  
State University, 1983

Ms. Faucett has more than 29 years of experience in water resources and municipal engineering. That experience covers a wide range of design, including hydrology and hydraulics, open-channel hydraulics, roadway drainage, storm sewer hydraulics, water quality, detention and sediment basins, dam design, stream stabilization, permitting, floodplain analysis and mapping, CLOMR/LOMR preparation, wetland restoration, and utility design. She has served in the project manager/project engineer role on numerous projects, completing or overseeing the design from the analysis phase through the construction plan and specification preparation. She is manager of municipal engineering services in Ayres Associates' Fort Collins office.

Chris Carlson, a civil engineer with the City of Loveland, had this to say about Ms. Faucett's work on the Washington Avenue Phase 4 Storm Drainage Design project: "Andrea is an outstanding project manager and always provides a good teamwork atmosphere for everyone involved with the project. When there were significant difficulties with the project's direction during design, Andrea stepped in to save the day. We are very grateful."

### **Related Projects**

**City of Fort Collins North College Marketplace:** Responsible for project management. Project involved site engineering services for large commercial/retail development anchored by 123,000-square-foot grocery store on 26-acre lot in City of Fort Collins. Land had been vacant for years because of poor soils, high groundwater, expansive wetlands, and challenging outfall location for storm drainage. Work included multiple adjustments to site plan based on architect and owner goals, utility development, site grading, detention and water quality design, wetland mitigation, and final design for seven future retail pad sites. Ayres Associates' efforts to obtain entitlements greatly reduced time involved in City's development review process. Documentation was compiled to assist owner in obtaining reimbursement from Urban Renewal Authority. Partial construction administration services were provided.

**City of Loveland 29th Street and Monroe Avenue Storm Sewer Design:** Senior engineer responsible for managing modeling and preparation of final design and construction documents for roadway and storm drainage improvements. Project involved final design and construction documents for roadway and storm drainage improvements to mitigate local flooding in City of Loveland subdivision. Project included detailed hydrology/hydraulic analysis, floodplain delineation, and design of major storm sewer outfall and two detention ponds. Numerous utility conflicts in neighborhood setting affected design.

**City of Fort Collins Canal Importation Pond and Outfall Design (New Mercer Ditch):** Project manager responsible for project administration and design oversight. Largest stormwater project undertaken by City of Fort Collins since 1997 flood involved design and construction of \$20 million of stormwater improvements in heart of City directly upstream of Colorado State University (CSU).

Extensive public process included mailings, open houses, and project website to educate public on project's impact on neighborhood roadways and primary traffic corridors serving CSU.

Project involved reducing spills from three drainage ditches that currently impact more than 175 homes during 100-year storm event. Project included complex hydrologic and hydraulic modeling (using SWMM and unsteady HEC-RAS) to determine ditch spill quantities and mapping of existing floodplain.

Project included design of five regional detention/water quality ponds and more than 4,000 feet of large-diameter (up to 102 inches) storm sewer and associated laterals and inlets. Inlets include use of Snouts and upstream "sweeper sections" to improve water quality in downstream receiving waters. Project included design of round version of Bureau of Reclamation Type 10 hanging baffle structure.

**City of Loveland Washington Avenue Phase 4 Final Design:** Responsible for quality assurance/quality control. Project involved alternative analysis and final design for Phase 4 of Washington Avenue storm drainage system. Services included hydrologic and hydraulic analysis, storm drainage design, water line design and replacement, preparation of construction drawings and specifications, and coordination with multiple City departments.

Significant utility crossings included fiber optics, sanitary sewer, and sensitive aging water lines. Permits were obtained from railroads for jacking and boring storm sewer and water lines under three railroads. Water quality elements included four large water quality vaults called Carlsonators, which use extensive travel time to maximize settlement of smaller suspended solids. Three additional experimental water quality features were designed by Ayres Associates and City: biobox (small bioretention system); biobasin (acts as filtration system); and modified storm inlet, which allows flows from smaller storm events to infiltrate into soil below inlet.

## Darby Schock, PLS, Surveyor



Mr. Schock has been with Ayres Associates since 2007. His primary survey duties include completing topographic, hydrographic, boundary, and construction surveys. His areas of expertise include the use of GPS and total station equipment as well as techniques for data reduction, quality assurance of survey data, and establishment of control networks. Mr. Schock's other duties include information technology administration, CADD, and GIS analysis, which allows him to be part of project teams from field data collection to GIS and plan production.

### Total Experience

9 Years

### Registrations

Professional Land Surveyor, CO,  
2012

### Education

BA, Physics, University of Northern  
Colorado, 1999

### **Related Projects**

**City of Fort Collins North College Marketplace:** Responsible for survey. Project involved providing site engineering services for large commercial/retail development anchored by 123,000-square-foot grocery store on 26-acre lot in City of Fort Collins. Land had been vacant for years because of poor soils, high groundwater, expansive wetlands, and challenging outfall location for storm drainage. Work included multiple adjustments to site plan based on architect and owner goals, utility development, site grading, detention and water quality design, wetland mitigation, and final design for seven future retail pad sites. Ayres Associates' efforts to obtain entitlements greatly reduced time involved in City's development review process. Documentation was compiled to assist owner in obtaining reimbursement from Urban Renewal Authority. Partial construction administration services were provided.

**City of Loveland Benson Park Pond and 29th Street Culvert Improvements:** Responsible for survey. Project involves providing dredging and construction plans for removal of sediment from City of Loveland's Benson Park pond and installation of new, properly sized outlet pipe on 29th Street side. Challenges include protecting sculptures in and near pond, dense utility structures in 29th Street, and traffic volume on 29th Street. In addition, no construction plans existed for pond, requiring topographic survey.

**Courtyard by Marriott and Homewood Suites by Hilton Site Development:** Responsible for survey. Project involved providing site plan and construction document for two hotels to be located on one 10.7-acre site. Project included parking lot layout and pavement design, grading, design of new utilities to be connected to existing systems, sanitary sewer lift station design, and drainage analysis including new storm sewer and detention facility.



## Linsey Chalfant, PE, Water Resources Engineer



### Total Experience

9 Years

### Registrations

Registered Professional Engineer,  
CO, 2009

### Education

BS, Civil Engineering, Colorado  
State University, 2004

Ms. Chalfant joined Ayres Associates' water resources engineering staff in 2007, bringing past professional experience in floodplain delineation, drainage reports, hydrologic analysis, detention pond design, storm drain design, and construction observation. Her responsibilities include hydrologic and hydraulic analysis and modeling, data management, design, specifications and report preparation, technical support, and field data collection and processing.

### **Related Projects**

**City of Fort Collins North College Marketplace:** Responsible for project engineering. Project involved providing site engineering services for large commercial/retail development anchored by 123,000-square-foot grocery store on 26-acre lot in City of Fort Collins. Land had been vacant for years because of poor soils, high groundwater, expansive wetlands, and challenging outfall location for storm drainage. Work included multiple adjustments to site plan based on architect and owner goals, utility development, site grading, detention and water quality design, wetland mitigation, and final design for seven future retail pad sites. Partial construction administration services were provided.

**City of Fort Collins North East College Corridor Outfall:** Responsible for project engineering. Project involved design of components of flood control system for highly urbanized area, including design of large-diameter storm sewer in combination with regional detention and water quality pond. Services included survey, photogrammetry, geotechnical analysis, hydrologic and hydraulic modeling, and preparation of construction plans, drainage report, and quantity take-offs.

**City of Fort Collins Linden Street Utility Improvements – Alternative Analysis:** Responsible for water resources engineering. Project involved gathering utility data, reviewing existing utility conditions and function, recommending strategies to reconfigure utilities to meet current and future needs, and designing selected utility improvements for Downtown River District. Mid-block sanitary sewer lines were relocated to improve maintenance access to lines and eliminate redundant lines. Proposed design needed to function during each phase of construction.

**Coal Creek Flood Mitigation:** Design engineer. Project involved providing hydrologic and hydraulic analysis, engineering design, surveying, plan preparation, and construction management services on diversion of Coal Creek. Project is part of Boxelder Basin Flood Control project that involves providing hydrologic and hydraulic analysis, engineering design, surveying, plan preparation, and construction management services on work-order basis for three flood control projects on Boxelder Creek.

## Subconsultant Resume - Brierley Associates

### ROBIN DORNFEST, PG, CPG

#### REGIONAL MANAGER – CENTRAL US

Mr. Dornfest is a Regional Manager with Brierley Associates for the Central United States and oversees the Colorado and Texas offices. He specializes in engineering geology and geotechnical engineering as they relate to water and wastewater, oil and gas, transportation, aggregate producers, mining, and water supply and irrigation. Typically his projects involve geotechnical/geologic investigations, pipeline alignments and crossings, geologic hazard evaluation and mitigation design, small dam design, permanent and temporary earth retention systems, groundwater control, oil and gas pipelines and facilities, highways and bridge construction, commercial and industrial developments, and land development projects. With over 13 years of experience, he has technical expertise in engineering geology, geotechnical engineering, slope stability, expansive soils, ground modification, earth retention systems, landslide and rock fall evaluation and mitigation, embankment dam design, groundwater control systems including slurry walls and dewatering well systems, and tunneling and trenchless projects.

Mr. Dornfest has worked on projects throughout the United States for clients that include Federal, State, County, municipal agencies, and A/E Firms. Mr. Dornfest has managed and been involved with over 2,000 projects throughout his career. Prior to joining Brierley Associates, he served as a division manager, geotechnical department manager, project manager, and engineering geologist for other Colorado and national engineering firms. In addition to his work as a consultant, he has worked as a geologist for the United State Geological Survey and as a mining geologist. He has served as the first President of the Northern Section of the Colorado Association of Geotechnical Engineers (CAGE), is currently a CAGE Board Member and is on the Executive Committee and Treasurer for the Northern Colorado Branch of the American Society of Civil Engineers (ASCE).

#### RELATIVE EXPERIENCE

Mr. Dornfest's experience includes engineering and project management responsibility for a large variety of improvement projects. He has performed and managed geotechnical engineering and engineering geologic investigations for many regional trails, parks, and roadways. Mr. Dornfest typically provides construction support, value engineering, and troubleshooting after completion of the design phase.

##### **Fossil Creek Trail, Fort Collins, Colorado, City of Fort Collins Parks**

Mr. Dornfest provided a geotechnical investigation for an addition to the City of Fort Collins trail network. The Fossil Creek Trail Extension included several miles of paved trail, a deep underpass under Harmony Road, and several large cuts through natural hillsides. The underpass was constructed as a tangent pile wall and box culvert. The slope cuts were designed to minimize impact to surrounding sites using a combination of retaining walls and engineered slopes.



#### Education

M.S. Geology  
San Jose State University, 2005

B.S. Geology with Distinction  
Sonoma State University, 1998

#### Professional Registrations

Certified Professional Geologist

Professional Geologist

Colorado

Wyoming

Nebraska

Kansas

#### Professional Societies

CAGE - Colorado Association of  
Geotechnical Engineers  
(Past President, Board Member)

ASCE - American Society of Civil  
Engineers (Treasurer)

AIPG - American Institute of  
Professional Geologist

AEG - Association of Engineering  
Geologists

USDD - US Society on Dams

GSA - Geologic Society of America

**BRIERLEY  
ASSOCIATES**  
*Creating Space Underground*



**Pedestrian Bridges, Fort Collins, Colorado, City of Fort Collins Parks**

Mr. Dornfest conducted numerous geotechnical investigations and provided design recommendations for numerous pedestrian bridges along the extensive City of Fort Collins trail system. Foundation recommendations ranged from shallow footing foundation to deep foundation systems including driven pile, drilled shafts, and helical piles. Typically the bridges were constructed in park or open space areas and required minimum disturbance to the site during the geotechnical exploration phases of the projects. Several of the pedestrian bridges required retaining wall construction.

**Clear Creek County Greenway, Phase I, Schematic Design, Clear Creek County, Colorado**

Mr. Dornfest provided a geologic hazard assessment and preliminary geotechnical, tunnel underpass, and earth retention alternatives for construction of an approximately 5 mile long trail in a narrow mountain canyon. The trail is planned to be constructed between Clear Creek and US Highway 6. The alignment is prone to regular rockfall and flooding and very little room is available for construction of a trail system. Design and construction of the trail will require numerous earth retention structures including MSE walls, soil nail walls, tangent pile walls, soldier pile walls, and rock cuts with rock anchors. In addition, several underpasses under US Highway 6 are planned. Some of the underpasses would utilize structures connected to existing bridges and one of the pedestrian underpasses may include a shallow cover, hand mined tunnel. In addition to the significant topographic and constructability constraints of the project, several agencies were involved in the project. Significant effort was required in coordination between Clear Creek County Open Space, the Colorado Department of Transportation, FEMA, and Great Outdoors Colorado (lottery proceeds to preserve, protect and enhance the state's wildlife, parks, rivers, trails, and open spaces). The final design of the project is slated for 2014. The geologic and geotechnical scope of work was completed on time and under budget.

**Saint Vrain Greenway, Multiple Phases, Longmont, Colorado**

Mr. Dornfest provided a geotechnical investigation and construction support for multiple phases of the Saint Vrain Greenway for Longmont, Colorado. In general, the project included geologic and geotechnical investigations for pedestrian bridges, underpasses, trail heads, retaining wall systems, trail alignment studies, and groundwater control.

**North College Avenue/Highway 14 Reconstruction, Fort Collins, Colorado.**

Mr. Dornfest provided a geotechnical investigation construction support for the reconstruction of approximately 2 miles of North College Avenue/Highway 14 in Fort Collins, Colorado. The project included repaving of the roadway and construction of a center median and sidewalks with curb and gutter. The project challenges included existing asphalt over concrete section for the inner two lanes and an asphalt section for the outer two lanes. The new pavement section was designed as asphalt over concrete to match the performance of the existing pavement section. The project was funded by the City of Fort Collins and CDOT, requiring all CDOT and City regulation to be incorporated into the design.

**City of Fort Collins Street Overlay Program, Fort Collins, Colorado**

Mr. Dornfest provided geotechnical engineering services to the City of Fort Collins for their Street Overlay Program for over 4 years. During that time, Mr. Dornfest conducted geotechnical investigations for numerous roadway projects ranging from State Highways to minor collector roadways. Mr. Dornfest provided these services for improvements to existing roadways to construction of new roadways. Typically, Mr. Dornfest would provide a subsurface investigation, laboratory testing, analysis and recommendations for subgrade stabilization and pavement section alternatives. Subgrade stabilization techniques included lime and/or fly ash stabilization, over-excavation, use of geo-grids, and soil/cement mixing.



## Subconsultant Resumes - SMITH



### SMITH ENVIRONMENTAL AND ENGINEERING

Delivering Smart Solutions for Planning,  
Permitting, & Design

#### Education

B.S., *Watershed Science (Hydrology)*, Colorado  
State University, 1976  
Graduate Courses, *Soil and Range Sciences*,  
Colorado State University, 1978  
M.B.A. (50%) complete, University of Denver, 1992

#### Employment History

*Smith Environmental and Engineering*  
*Sugnet and Associates*  
*Stoneman-Landers, Inc.*  
*Camp Dresser and McKee*  
*Woodward-Clyde Consultants*  
*Soil Conservation Service, USDA*

#### Professional Registrations/Certifications

*Certified Professional Soil Classifier*  
*Certified Professional Erosion and Sediment Control*  
*Specialist*  
*Registered Professional Soil Scientist*  
*Professional Wetland Scientist*  
*Federal Fish & Wildlife Permit - ULTO and PMJM*  
*Scientific Collections License – Colorado Division of*  
*Wildlife*

#### Professional Memberships

*Soil and Water Conservation Society of America*  
*National Society of Consulting Soil Scientists*  
*Society of Wetland Scientists*

#### Selected Publications

*Smith, P. L. and P. Wayland. 1999. Wetland*  
*Mitigation Sites – Attenuating Solids, Salts and*  
*Metals in Irrigation Water. In Wetlands and*  
*Bioremediation, An International Conference,*  
*Conference Proceedings. Salt Lake City, Utah.*  
*Smith, P.L. and Bryant, G., 1990. The Use of*  
*Geographic Information Systems in*  
*Hazardous Waste Site Investigations. Adjunct*  
*Professor - HAZMAT Program. Front Range*  
*Community College. Westminster, Colorado*  
*Smith, P.L., Redente, E., and Hopper, E., 1987.*  
*Soil Organic Matter. In: Reclaiming Mine*  
*Soils and Overburden in the Western United*  
*States: Analytical Parameters and Procedures.*  
*Soil Conservation Society of America. Ankeny,*  
*Iowa.*

### Peter L. Smith

*Senior Environmental Scientist/Principal in Charge/Project Lead*

#### Qualifications Summary

Mr. Smith is a Principal of SMITH. His qualifications as a Senior Environmental Scientist include over 30 years experience in managing, planning, and performing studies for over 500 projects throughout Colorado. His specific capabilities include Voluntary Cleanup Plan Development and Implementation, design/build VCUP projects, analyzing permit requirements, obtaining permits, Phase I and II ESAs, asbestos and lead paint investigations and abatement plans, Remedial Investigations/ Feasibility Studies, Site Remediation, UST closures, LUST Investigations, Waste Oil Basin Investigations, Septic Tank Leach Field Investigations, health and safety plans, well installations, and site manager responsibilities. Mr. Smith has over 30 years experience in planning and conducting over 1000 studies. He has authored or co-authored over 900 technical reports, coauthored a book on disturbed land reclamation, published over 15 professional papers, and holds 5 professional registrations/ certifications. He has been Project Manager for over 500 environmental projects and managed projects budgets in excess of \$1 million, most of them in Colorado.

#### Experience Summary

Mr Smith has conducted or managed over 100 Phase I or II ESAs. Some of Mr. Smith's relevant project experience is described below.

- 330 Walnut, Brighton, CO – Principal in Charge of a Phase I ESA and Asbestos investigation of this property.
- 14100 Washington Avenue, Thornton, CO – Principal in Charge of a Phase I ESA of this property that was acquired by Adams County for Open Space.
- Cherry Creek Dr South and Colorado Blvd Intersection Improvements, Denver CO - Principal in Charge of a Phase I ESA and methane gas investigation for the City and County of Denver.
- University and Mexico Storm drain Improvements, Denver, CO - Principal in Charge of a Phase I ESA for this storm drain improvement project for the City and County of Denver.
- Harvard Gulch Storm drain Improvements, Denver, CO - Principal in Charge of a Phase I ESA for this storm drain improvement project for the City and County of Denver.
- Adams State College LUST Remediation, Alamosa, CO - Phase II ESA and remediation on a LUST location at the Facilities and Management building on campus.
- Burt Subaru, Englewood, CO – Phase I and II ESA and remediation. Principal in Charge on a subsurface soil investigation of property for petroleum hydrocarbons, potential ACM, LBP and mold.
- Burt Toyota, Englewood, CO - Principal in Charge on a subsurface soil and groundwater investigation and potential ACM and LBP investigation. Oversight preparation of Site Characterization Report, Corrective Action Plan, and Quarterly monitoring reports.
- Ute Park, Ignacio, CO—Principal in Charge of Phase I and II ESA, Asbestos/Lead Remediation, and site demolition and restoration.
- Arvada Channel, Arvada, CO – Conducted Initial Site Assessment and groundwater sampling investigation for stormwater management improvement.
- Air Force Academy, Colorado Springs, CO – Principal in Charge of 12 ACM and LBP investigation and abatement reports (Phase II ESAs).
- Frontier Hangar, Denver, CO – Principal in Charge of a Phase I ESA for proposed new hangar at DIA.
- Sheridan and 72 Avenue, Westminster, CO – Principal in Charge of a Phase I ESA and LBP investigation and report (Phase II ESA).
- Wadsworth Crossing – Westminster, CO – Principal in Charge of an ACM and LBP investigation (Phase II ESA) of former veterinary clinic.



**SMITH ENVIRONMENTAL AND  
ENGINEERING**

Delivering Smart Solutions for Planning,  
Permitting, & Design

**Education**

B.S - 1989, *Geology, University of Maryland,  
College Park, Maryland*

**Professional Registrations/Certifications**

*OSHA Hazardous Materials Operations, 40-Hour  
Safety Training Course and Refresher Courses*

*Colorado Department of Public Health and  
Environment, Air Pollution Control Division  
Asbestos Building Inspector/Management  
Planner/Project Designer Certification No:  
12747*

**Employment History**

*Smith Environmental and Engineering*

*Adecco Technical, Inc,*

*Savci Environmental Technologies, LLC.*

*PMT & Associates, Inc.*

**Continuing Education**

*Bioremediation Workshop, University of Maryland,  
College Park, MD, 1995.*

*Fracture Trace and Lineament Analysis, National  
Ground Water Association, State College, PA,  
1994.*

*Ground Water Monitoring and Sampling, National  
Ground Water Association, Harrisburg, PA,  
1992.*

*Geophysics Applied to Environmental, Engineering  
and Ground Water Investigations, Blackhawk  
Geosciences, Inc., College Park, MD, 1991.*

*Site Characterization for Subsurface Remediation,  
USEPA, Boston, MA, 1990.*

**Andrew S. Ricker**

*Project Manager/Senior Environmental Scientist*

**Qualifications Summary**

Mr. Ricker has over 23 years experience as an Environmental Scientist. His experience includes the management and supervision of all aspects of Phase I and II ESAs and Initial Site Assessments. His qualifications include the design, managing and implementation of surface water, subsurface soil, and groundwater investigations for site characterizations of CERCLA, private, municipal, commercial and industrial sites. Mr. Ricker's project experience includes the interpretation of field investigation data and generation of comprehensive reports for submission to clients and Federal and State environmental agencies, including Hot Spot Analysis reports, Site Characterization Reports, Initial Site Assessments, Phase I and Phase II ESA Reports, and Asbestos investigations, Lead based paint investigations and reports, Quarterly, Semiannual and Annual Groundwater Monitoring Reports, Site Characterization Reports, Corrective Action Plans, Work Plans, Sampling Plans, Health and Safety Plans. Field operation experience includes surface water and ground water sampling, soil sampling, domestic water sampling, installation of piezometers and monitoring wells, operating and maintaining pump and treat groundwater remediation systems, overseeing vacuum truck free phase petroleum product and soil vapor removal operations, hollow-stem auger drilling with split-spoon sampling, mud-rotary drilling, air-rotary drilling, direct-push investigations, geophysical surveys, and aquifer testing.

**Experience Summary**

Some of Mr. Ricker's relevant experience is presented below.

- 330 Walnut, Brighton, CO – Phase I ESA and Asbestos investigation of this property.
- 14100 Washington Avenue, Thornton, CO – Phase I ESA of this property that was acquired by Adams County for Open Space.
- Burt Subaru, Englewood, CO – Phase I and II ESA and remediation. Conducted a subsurface soil investigation of property for possible petroleum hydrocarbons.
- Burt Toyota, Englewood, CO – Phase I and II ESA and remediation. Conducted a subsurface soil and groundwater investigation - petroleum hydrocarbon contaminated site. Site Characterization Report, Corrective Action Plan, quarterly monitoring reports.
- Provincetowne III, Fort Collins, CO – Conducted a Phase I Environmental Assessment to ASTM standards for the Provincetowne III development.
- Pelican Shores Development, Firestone, CO - Conducted a Phase I Environmental Assessment to ASTM standards for the Pelican Shores Development and Wells Fargo Bank.
- Arvada Channel, Arvada, CO – Conducted Initial Site Assessment and groundwater sampling investigation for stormwater management improvement.
- Air Force Academy, Colorado Springs, CO – Asbestos investigation and abatement reports; Lead-based paint investigations and reports – 10 different task orders (reports).
- Frontier Hangar, Denver, CO – Conducted Phase I ESA for proposed new hangar construction at DIA.
- Adams State College LUST Remediation, Alamosa, CO - Phase II ESA and remediation on a LUST location at the Facilities and Management building on campus.
- Wadsworth Crossing – Westminster, CO – Phase I ESA and Asbestos investigation of former veterinary clinic.
- Amax, Inc., Golden, CO - Responsibilities included project oversight consisting of collecting and interpreting field investigation data and drafting comprehensive reports for submission to clients and State environmental agencies and conducting and/or supervising various field operations.

**Ayres Associates - Professional Services Fee Proposal**  
 Subdividing Adams County Property at 1931 Bridge Street  
 Based on Scope of Services dated 12/10/2013



**LABOR DETAIL AND SUMMARY OF DIRECT AND SUBCONSULTING COSTS BY TASK**

Task	Description	Project Manager (Andrea Faucett)	Project Engineer (Linsey Chalfant)	CAD / GIS	1-man Survey Crew	Survey manager (Darby Shock)	Word Processor / Editor / ContractAdmin	Clerical	Total Labor Cost	Direct Costs	Sub- Consultants	Total by Task
<b>Task 1</b>	<b>Meetings, Coordination, and Data Collection</b>											
1.1	Project Team kick off meeting	4	4			4			\$ 1,540	\$ 65		\$ 1,605
1.2	Progress meetings (assumes 8)	32	16			12			\$ 8,440	\$ 520		\$ 8,960
1.3	Initial Data Gathering	4	8						\$ 1,700	\$ -		\$ 1,700
	<b>Subtotal</b>	<b>40</b>	<b>28</b>			<b>16</b>			<b>\$ 11,680</b>	<b>\$ 585</b>		<b>\$ 12,265</b>
<b>Task 2</b>	<b>Survey Phase</b>											
2.1	Data Collection				78	24			\$ 8,010	\$ 195		\$ 8,205
2.2	Property Boundary / ROW analysis					24			\$ 2,160	\$ 650		\$ 2,810
2.3	Plat Preparation & Monumentation				24	24			\$ 3,960	\$ 195		\$ 4,155
2.4	Utility Locates by Safe Site	2				2	4		\$ 810		\$ 1,200	\$ 2,010
2.5	Commitment for Title Insurance	2				2			\$ 510		\$ 750	\$ 1,260
	<b>Subtotal</b>				<b>102</b>	<b>76</b>			<b>\$ 14,130</b>	<b>\$ 1,040</b>	<b>\$ 1,950</b>	<b>\$ 18,440</b>
<b>Task 3</b>	<b>Engineering Phase</b>											
3.1	Alternative Analysis for lot layout	4	8	16					\$ 3,060			\$ 3,060
3.2	Analyze existing drainage facilities	2	12						\$ 1,890			\$ 1,890
3.3	Operation and Maintenance Plans	4	8					4	\$ 1,920			\$ 1,920
3.4	Phase I Environmental Study (Smith)	1	1						\$ 295		\$ 1,880	\$ 2,175
3.5	Initial Meeting with Reviewers	4	4			4			\$ 1,540	\$ 65		\$ 1,605
	<b>Subtotal</b>	<b>15</b>	<b>33</b>	<b>16</b>		<b>4</b>		<b>4</b>	<b>\$ 8,705</b>	<b>\$ 65</b>	<b>\$ 1,880</b>	<b>\$ 10,650</b>
<b>Task 4</b>	<b>Planning Services Phase</b>											
4.1	Prepare Land Use and Zoning Applications	16	8	16		8		2	\$ 5,870			\$ 5,870
4.2	Prepare Subdivision Improvement agreement	16	6	4				2	\$ 3,870			\$ 3,870
4.3	Planning and Zoning Meetings	24	12			4			\$ 5,880	\$ 325		\$ 6,205
4.4	Review and application fees (approximate)								\$ -	\$ 5,000		\$ 5,000
	<b>Subtotal</b>	<b>56</b>	<b>26</b>	<b>20</b>		<b>12</b>		<b>4</b>	<b>\$ 15,620</b>	<b>\$ 5,325</b>		<b>\$ 20,945</b>
	<b>Total</b>	<b>111</b>	<b>87</b>	<b>36</b>	<b>102</b>	<b>108</b>		<b>8</b>	<b>\$ 50,135</b>	<b>\$ 7,015</b>		<b>\$ 62,300</b>