

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION TO AWARD AN AGREEMENT TO ICON ENGINEERING, INC. FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE CAROL WAY, EAST 77TH
AVENUE, AND LOCUST STREET IMPROVEMENTS PROJECT

Resolution 2014-135

WHEREAS, ICON Engineering, Inc. submitted a proposal for the Carol Way, East 77th Avenue and Locust Street Improvement Projects, and,

WHEREAS, ICON Engineering, Inc. agrees to perform professional engineering services in the amount of \$70,250.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that engineering services for the Carol Way, East 77th Avenue and Locust Street Improvements Project, be awarded to ICON Engineering, Inc.

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to sign the agreement with ICON Engineering, Inc. 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 17th day of March, 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 31st day of March, 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 ICON Engineering, Inc., located at 8100 South Akron Street, Suite 300, Centennial, CO 80112 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 2014.005 Professional Engineering Services for the Carol Way, East 77th Avenue, and Locust Street Improvements and the Contractor's response to the RFP 2014.005 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 commence upon receipt of the Notice to Proceed and be completed by September 30, 2014.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2), one-year extensions 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, and approved by the Adams County Board of County Commissioners.

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 seventy thousand two hundred fifty dollars even (\$70,250.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

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

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

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

9. 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 Transportation Department
Contact: Jennifer Shi, Senior Engineer
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720.523.6963
E-mail: jshi@adcogov.org

Department: Adams County Purchasing
Contact: Liz Estrada, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: lestrada@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: ICON Engineering, Inc.
Contact: Matthew Ursetta, PE
Address: 8100 South Akron Street, Suite 300
City, State, Zip: Centennial, CO 80112
Phone: 303-221-0802
E-mail: mattursetta@iconeng.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

3-31-14
Date

ICON Engineering, Inc.

Matthew J. Lisetta
Signature

3-24-14
Date

Matthew J. Lisetta
Printed Name

Principal
Title

Attest:

Karen Long, Clerk and Recorder

Keisha Huse
Deputy Clerk



Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2014,

by _____,

Notary Public

My commission expires on: _____

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:

ICON Engineering Inc
Company Name

3-24-14
Date

Matthew J. Cisetta for ICON Engineering Inc.
Signature

Matthew J. Cisetta
Name (Print or Type)

Principal
Title

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

Exhibit "A"

PROPOSAL

2014.005 Professional Engineering Services for
Carol Way, E. 77th Ave, and Locus Street Improvements

January 10, 2014

Updated February 24, 2014

Best & Final Offer

ADAMS COUNTY

Liz Estrada

Adams County Government Center,
4430 South Adams County Parkway, Suite C4000A
Brighton, CO 80601-8212



ADAMS COUNTY
COLORADO

ICON

ENGINEERING, INC.

8100 S. Akron Street, Suite 300
Centennial, CO 80112
(303) 221-0802



Planning



Design



Management

January 10, 2014

Liz Estrada
Contract Administrator
Adams County Government Center,
4430 South Adams County Parkway, Suite C4000A
Brighton, CO 80601-8212

RE: 2014.005 Professional Engineering Services for Carol Way, E. 77th Ave, and Locus Street Improvements

Dear Ms. Estrada:

ICON is pleased to submit this proposal for completion of engineering design services for the above referenced project. As you know, our firm has a very long standing working relationship with the County, much of which includes very similar to the design required for the three residential roadways included in this project. As a matter of fact we completed the design of the improvements to all of the Dupont neighborhood roadway improvements east of Monaco Street and east of 76th Avenue. We are very confident that no other consulting firm can come close to our knowledge of the drainage and roadway design issues of this developed neighborhood in unincorporated Adams County. In addition to our work for the County in the neighborhood, we also have completed several projects for the UD&FCD, and other local communities, including cities, and counties throughout the Front Range of Colorado. Some of our other representative projects include:

Adams County Projects:

- 80th Avenue Storm Sewer Outfall
- Stuart, Raleigh, Quitman, and Perry Streets (Berkeley neighborhood)
- Dupont Roadways (northern sector)
- Dupont Roadways (southern sector)
- Brighton Detention Pond
- Kenwood Outfall
- Dahlia Pond and Outfall

Jefferson County Project:

- Miller Street Improvements at Raccoon Creek

UD&FCD & Arapahoe County Projects:

- Clinton Street Roadway and Storm Sewers
- Mexico/Parker Storm Sewer Outfalls
- Parker Triangle Roadway and Drainage Designs

The long term stability of our office allows us to assign the same Team of engineers to the proposed work that has worked on many of the above projects for over the past 8-plus years. We believe you will find our knowledge and expertise in the area translates to a detailed and well thought out approach. Please note that we have included Adams County's vendor statement at the end of this proposal.

We look forward to continuing our long working relationship with Adams County.

Sincerely,
ICON Engineering, Inc.

Matthew J. Ursetta, PE
Principal

PROPOSAL

Based on the request for proposals we understand that this submittal will be evaluated based on: our project team; our work plan; the cost of services, and past performance. Accordingly, our proposal is composed of the following sections: Project Team and Personnel; Project Scope/Understanding; Schedule; and Cost of Services.

Project Team and Personnel

For this project, ICON will provide all required services except for Geotechnical Engineering which will be completed by Kumar & Associates, Inc. ICON has worked with Kumar & Associates on several recent projects including our work on Sand Creek in Colorado Springs. James Knoll will serve as the project manager for Kumar.

ICON will use the same personnel that have worked together on similar drainage and roadway design projects for Adams County in the Dupont and Berkeley neighborhoods. ICON personnel will include the following:

Matt Ursetta, PE, an Owner of ICON will be the overall Principal-In-Charge and he will also serve as the quality Control Manager.

Cindy Terry-Rose, PE, will serve as the Project Manager and Engineer completing the majority of the roadway and drainage design.

Jacob Marquez EIT, will serve as the Project Engineer who will assist Cindy in the alternative layout analysis for the roadways. Jacob will also be responsible for production of many of the design drawings.

Daniel Loewen EIT, will be called upon to assist Cindy and Jacob as needed to complete project tasks to meet project milestones and deadlines.

Daniel Bernier, will be called upon as an engineering technician / CAD draftsman to assist Cindy and Jacob as needed to help meet project milestones and deadlines.

Project Scope/Understanding

For the purpose of this proposal, services to be completed include field surveys, base map preparation including property lines, drainage analysis, utility coordination, public outreach, geotechnical analysis, and design of improvements.

The County constructed drainage improvements in the neighborhood many years ago. Drainage in the neighborhood is conveyed via curb and gutter, cross-pans, and concrete channels between houses.

Storm water generated on the south side of East 77th Avenue and on Carol Way generally drains west to the Union Pacific Railroad (UPRR) right-of-way. At the UPRR right-of-way storm water flows south in a ditch on the east side of the UPRR towards East 76th Avenue. Prior to reaching 76th Avenue drainage is conveyed under the UPRR from east to west in two 18" corrugated metal pipes (CMP) and then under 76th Avenue from north to south in a 24" CMP. At the southwest corner of intersection of 76th Avenue and the UPRR storm water sheet flows into a low area that currently does not drain well. Storm water in this area will eventually be conveyed by the Kenwood Outfall to the Dahlia Pond.

Storm water generated on the north side of 77th Avenue drains west to Leyden Lane and then north on Leyden Lane and Jasmine Drive to a low point in a cul-de-sac at the intersection of East 78th Way and Jasmine Drive. At this location storm water drains into a concrete pan that eventually drains into a detention pond located on the southeast corner of the intersection of Monaco Street and the UPRR. The Irondale Gulch Outfall collects storm water from the detention pond and drains west along 80th Avenue to the Brighton Pond.

Storm water generated on Locust Street drains north to the end of the Street where it is conveyed north in a small CMP that appears to outlet just north of the first private property at the end of the roadway. At this location storm water sheet flows northwest eventually reaching the intersection of 78th Avenue and Leyden Street. From this location storm water drains north along Jasmine Drive, follows the same path described in the

paragraph above, eventually reaching the detention pond located on the southeast corner of the intersection of Monaco Street and the UPRR.

For this project it is anticipated that a drainage memorandum will be prepared to document the existing drainage in more detail. It is assumed that existing drainage facilities will be used and that no new drainage facilities will be designed and constructed for this project.

This project will include installation of monolithic curb, gutter, and walk with new full depth asphalt pavement. It will be important to maintain the existing drainage patterns, utilize the existing drainage system if practical, and avoid blocking surface drainage with the installation of the curb, gutter, and walk. An alternatives analysis will need to be completed to determine the: roadway cross-sections; horizontal layout; and vertical profile with which to proceed into final design. Several alternatives were discussed at the pre-proposal site visit, all of which will be investigated further.

It is our understanding that the County will be responsible for all public meetings and one on one correspondence with property owners. However, ICON will be responsible for correspondence with the Monaco Elementary School, the South Adams County Water and Sanitation District (SACW&SD), the state engineer's office, and utility companies.

Approach

ICON's approach to completion of the technical aspects of the project is based upon a structured program that we have utilized in the past on similar projects. In the following paragraphs, we describe our specific approach to several of the key tasks including a discussion of issues and how they might be resolved for this project.

Data Collection: We will acquire updated utility maps, local development drainage reports if available, and the design of the drainage improvements that the County installed in the neighborhood if this information is available. Since we completed an update to the OSP for the Northern Commerce City and Irondale Area, we have already reviewed the OSP update. While the OSP update includes a proposed drainage system for the project area, we understand that the County wishes to utilize the existing drainage improvements which have been performing adequately since they were constructed. A copy of sheet 12 from the original OSP is included in the appendix to this report. Sheet 12 presents the drainage improvements and peak discharges that were proposed in the original OSP. The OSP update that ICON completed did not address proposed improvements in the project area because the County had installed drainage improvements in the area prior to completion of the OSP update.

Mapping/Survey/Field Reconnaissance: We anticipate using existing 2-ft contour mapping supplemented with more detail mapping along the roadway corridors. The detailed mapping will be prepared utilizing field surveys. Our proposal also includes time to obtain supplemental data including depths to inverts of critical existing drainage utilities and sanitary sewers. The existing 2-ft topographical mapping will be used as an overall base covering the Project Area. Our engineers will complete field confirmation of drainage flow patterns. We anticipate that it will take 2 days to prepare the mapping for the project. The mapping will be completed in three stages, one for each roadway, so that we can begin the design accordingly rather than wait for all of the mapping to be completed before the design can begin.

Right-of-Way: We will obtain subdivision plats and other pertinent record information for all properties bordering the project site. Existing right-of-way and property lines will be calculated and entered into Civil 3D. Our surveyors will attempt to locate an adequate number of property corners to allow proper rotation and translation of the calculated property lines onto the County's base mapping coordinate system. Research of the County Assessors Records will be conducted to determine current property ownership. Recorded easements may not show up on the base map if they are not included on the original plats. Our proposal does not include furnishing title searches to determine if there is additional right-of-way or easements not shown on the plats although we can do this work as an additional service. Based on the pre-proposal meeting and the Request for Proposals, we do not anticipate the need for legal descriptions and exhibits for right-of-way or easements.

Drainage Analysis: We will complete our drainage analysis utilizing peak discharges generated from the Rational Method for multiple frequencies including the 5-year and 100-year events. Existing physical basin hydrologic characteristics will be determined and future development conditions projected. Estimates of the capacities of existing surface drainage improvements will be made utilizing Manning's Formula.

We do not anticipate completing a full final drainage report. Instead, we will prepare a memorandum of drainage that describes the existing studies, hydrology, hydraulics, and the existing drainage system in the project area. All data developed will be transmitted to the County both in hard copy, PDF, and AutoCAD electronic format.

We understand that the County would like to utilize the existing drainage patterns and improvements if they are adequate to convey the peak discharges. Since there have been no reports of drainage problems in the area, utilizing the existing system may be appropriate even if the existing system is not capable of conveying the minor storm (5-year event). We will analyze the capacity of the existing drainage systems and our analysis will give recommendations regarding utilization of the existing drainage system vs. proposed drainage improvements. We do not anticipate any proposed drainage improvements other than the possible replacement of the small corrugated metal pipe on the north end of Leyden. We have included time in our proposal to provide a plan and profile drawing for the replacement of this pipe if required.

Roadway Design: Roadway design will start with an alternatives analysis to determine the roadway cross-sections, horizontal layout, and vertical profile with which to proceed into final design. As a starting point we will layout the roadways to meet the County's typical cross-section for a Local Residential Roadway and typical Local Residential Cul-De-Sac. This will help to identify issues and constraints associated with the full width roadway improvements. After the full width layout is completed we will meet with the County to discuss options to avoid conflicts with existing improvements and eliminate or minimize right-of-way requirements. Based on input from the meeting we will investigate additional alternatives. Once the County has selected an alternative for construction, a detailed set of construction drawings will be prepared. Drawings will be submitted to the County and affected utilities, and companies, for review and comments. Revisions will be made and the final set of plans submitted to the County for acceptance. Our proposal assumes that the design will produce one single design package.

Utility Coordination: During the design process, we will identify utilities based on available utility maps and discussions with utility owners. Potential utility conflicts will be identified. Our proposal assumes that potholes of utilities (if required) will be the responsibility of one of the County's potholing contractors and will not be paid for as a part of our design fees. We have not included time in our proposal for the design of the relocation of any utilities. We have included time to coordinate the relocation of utility poles if required and to coordinate the improvements with the SACW&SD. We understand that the District may wish to replace water and sewer lines within the project and that design of water and sewer improvements would be the responsibility of the SACW&SD. Our proposal includes time to coordinate improvements with the District including the adjustment of manholes, meters, and valves. Our proposal also includes time for coordination with the State Engineer's office to abandon or adjust the existing monitoring well at the eastern entrance to the school parking lot off of East 77th Avenue.

Public Outreach: Although it is our understanding that the County will be responsible for public outreach, we have included time in our proposal to join the County at three (3) of the meetings with property owners. We believe it will be important to discuss drainage with the property owners at the north end of Locust Street to determine if there have been any drainage related issues and discuss their knowledge of drainage at the end of the existing CMP located on their property.

Schedule

We have included a schedule on the following page that presents the work being completed by August 18, 2014. This is the latest date on which we believe the drawings can be ready for construction. We have included three weeks in our schedule for County review. We believe that there is ample time to complete the work. We recognize that we will be assigning the same employees to complete this project and the County's Welby Road Extension Project. We believe that this can be accomplished by working a small amount of overtime and also by calling on other staff members including Daniel Loewen, and Daniel Bernier, to meet project milestones and deadlines.

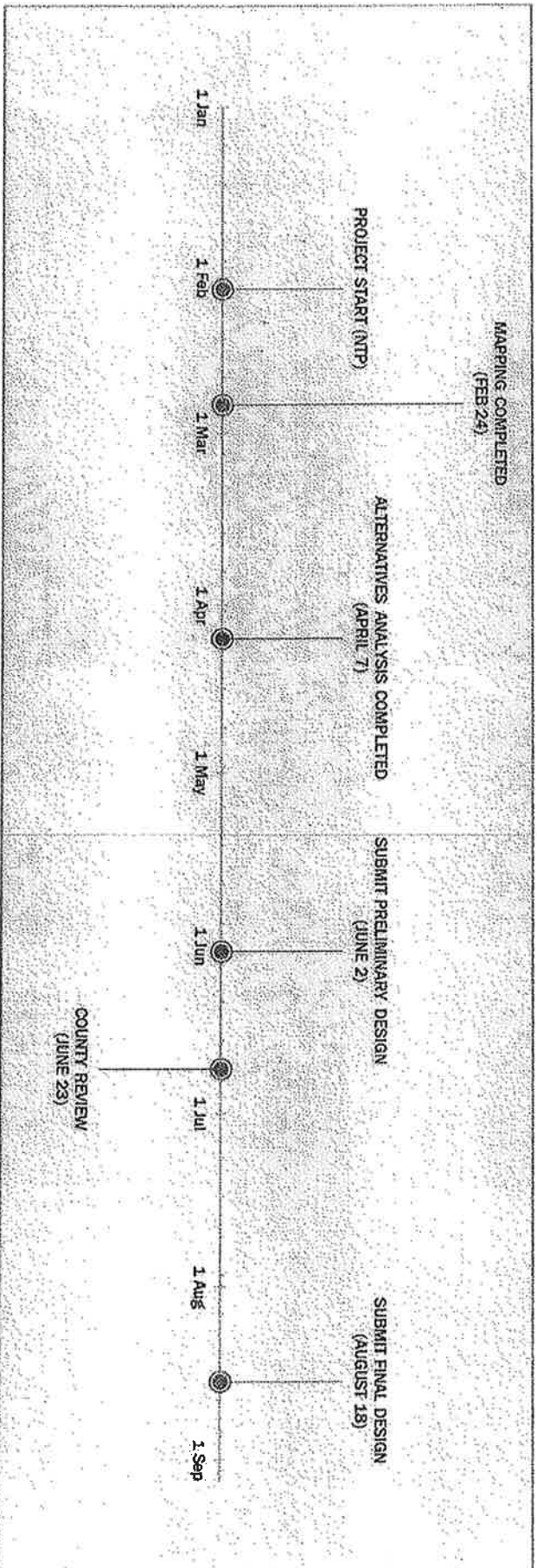
Cost of Services Estimate:

Costs for all tasks identified within this proposal and in the RFP are shown below. Note that no construction related services are included in the fee estimate. Detailed manpower estimates and fees for this project are enclosed as an exhibit in the Appendix.

Project Task	Fee
A. Project Meetings (10)	\$9,324
B. Public Outreach	\$4,658
C. Roadway Engineering	\$38,409
D. Surveying Services	\$5,923
E. Geotechnical Engineering	\$4,092
F. Drainage Memorandum	\$5,882
G. Utility Engineering	\$2,324
Total	\$70,250

SCHEDULE

2014.005 Professional Engineering Services for
 Carol Way, E. 77th Ave, and Locus Street Improvements



PROJECT DETAILS		
DATE	MILESTONE	TIME TO COMPLETE
3-Feb	Project Start (NTP)	
24-Feb	Mapping Completed	3 weeks
7-Apr	Alternatives Analysis Completed	6 weeks
2-Jun	Submit Preliminary Design	8 weeks
23-Jun	County Review	3 weeks
18-Aug	Submit Final Design	8 weeks



ADAMS COUNTY
COLORADO

ADAMS COUNTY, COLORADO
PROPOSAL FORM

2014.005 ENGINEERING SERVICES FOR
The Carol Way, E. 77th Ave, and Locus Street Improvements Project
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 # ___ NONE

If None, Please write NONE.

ICON Engineering, Inc. January 9, 2014
COMPANY NAME DATE

Corporation 84-1377508
TYPE OF ENTITY (CORPORATION, TAX IDENTIFICATION NUMBER
GENERAL PARTNERSHIP, ETC.)

Colorado
STATE OF INCORPORATION, IF
APPLICABLE

8100 Akron Street, Suite 300
ADDRESS

Matthew J. Ursetta
SIGNATURE

Centennial, CO 80112
CITY, STATE, ZIP CODE

Matthew J. Ursetta
PRINTED SIGNATURE

(303) 221-0802
TELEPHONE NUMBER

mursetta@iconeng.com
FAX NUMBER or EMAIL ADDRESS

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

Principal
TITLE
Registered Agent, or General or Managing Partner)

Appendix

Exhibits:

- 1. Detailed Cost Estimate**
- 2. Selected Sheets from the OSP Update**



Fee Proposal: 2014.005 Professional Engineering Services
PROJECT: Carol Way, E. 77th Ave, and Locust Street Improvements Project
CLIENT: Adams County (Project Manager: Ms. Jennifer Shi, P.E.)

Prepared By:	Principal	Prof. Engineer I	Engineer III	CADD Tech. II	Survey Manager	Survey Crew	Survey Tech	Admin.	Direct Costs	Total
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		
PREPARED BY: MJU CHECKED BY: CR DATE: January 10, 2014 REVISED: February 20, 2014 "BEST AND FINAL OFFER" SERVICE										
A Mapping and Surveying										
1. Research, locate and bring control to site		0.5			0.5	2	1		\$50	\$512
2. Design survey					0.5	16			\$125	\$2,812
3. Prepare base planimetrics (AutoCAD Civil 3D 2014)		1	2		0.5		8			\$1,042
Subtotal	0	1.5	2	0	1.5	18	9	0	\$175	\$4,366
B Property Research and Maps										
1. Research and obtain plat maps	0.5	0.5					5		\$50	\$450
2. Prepare property base maps							12			\$1,107
Subtotal	0.5	0.5	0	0	0	0	17	0	\$50	\$1,557
C Utility Research - Utility work assumes that only minor adjustments to manholes rims, water valves, water meters will be required. Therefore utility locating and potholing is not included										
1. Contact utility companies and obtain maps				3					\$25	\$289
2. Insert utilities into base mapping		1		4					\$82	\$482
3. Coordination with utility companies	1	1	12							\$1,553
Subtotal	1	2	12	7	0	0	0	0	\$25	\$2,324
D Geotechnical Engineering										
1. Prepare and review report	0.5	2							\$3,750	\$4,092
Subtotal	0.5	2	0	0	0	0	0	0	\$3,750	\$4,092
E Alternative Layout and Analysis										
1. Kick-off meeting (minutes included)	3.0	5.0							\$40	\$1,179
2. Progress meetings - minutes included (3)	6.0	12.0							\$120	\$2,658
3. Public outreach										
a. Meeting with Monaco Elementary School (2)	2.0	6.0							\$80	\$1,186
b. Meeting with SAC&D (2)	2.0	6.0							\$80	\$1,186
c. Coordination with dry utility companies	0.5	4.0								\$602
d. One on one public meeting (3)	7.5								\$120	\$1,343
e. Coordination with State Engineer's Office to abandon / adjust well	0.5	2.0							\$342	\$342
4. Site visit and photos			4.0						\$40	\$460
5. Preliminary drainage study										
a. Review drainage masterplan and existing drainage studies	1.0	3.0							\$25	\$553
b. Hydrology - rational method		2.0	8.0						\$1,125	\$905
c. Roadway capacity and existing drainage facility capacity calculations		0.5	8.0						\$275	\$275
d. Inlet and storm sewer sizing - Culvert at North End of Locust Street		2.0	2.0						\$10	\$1,062
e. Drainage maps	0.5	1.0	8.0						\$25	\$1,207
f. Preliminary report	0.5	2.0	8.0							\$1,263
6. Horizontal alignment (2 alternatives)	1.0	4.0	18.0							\$2,573
7. Vertical alignment, grading analysis, and cross-sections				3.0						\$843
8. Preliminary plan and profiles of selected alternative										\$394
9. Proposed right-of-way / easement drawing										\$1,602
10. Preliminary cost estimates	0.5	2.0	12.0						\$	\$20,755
Subtotal	27.0	55.0	80.0	3.0	0.0	0.0	0.0	0.0	\$ 540	\$20,755

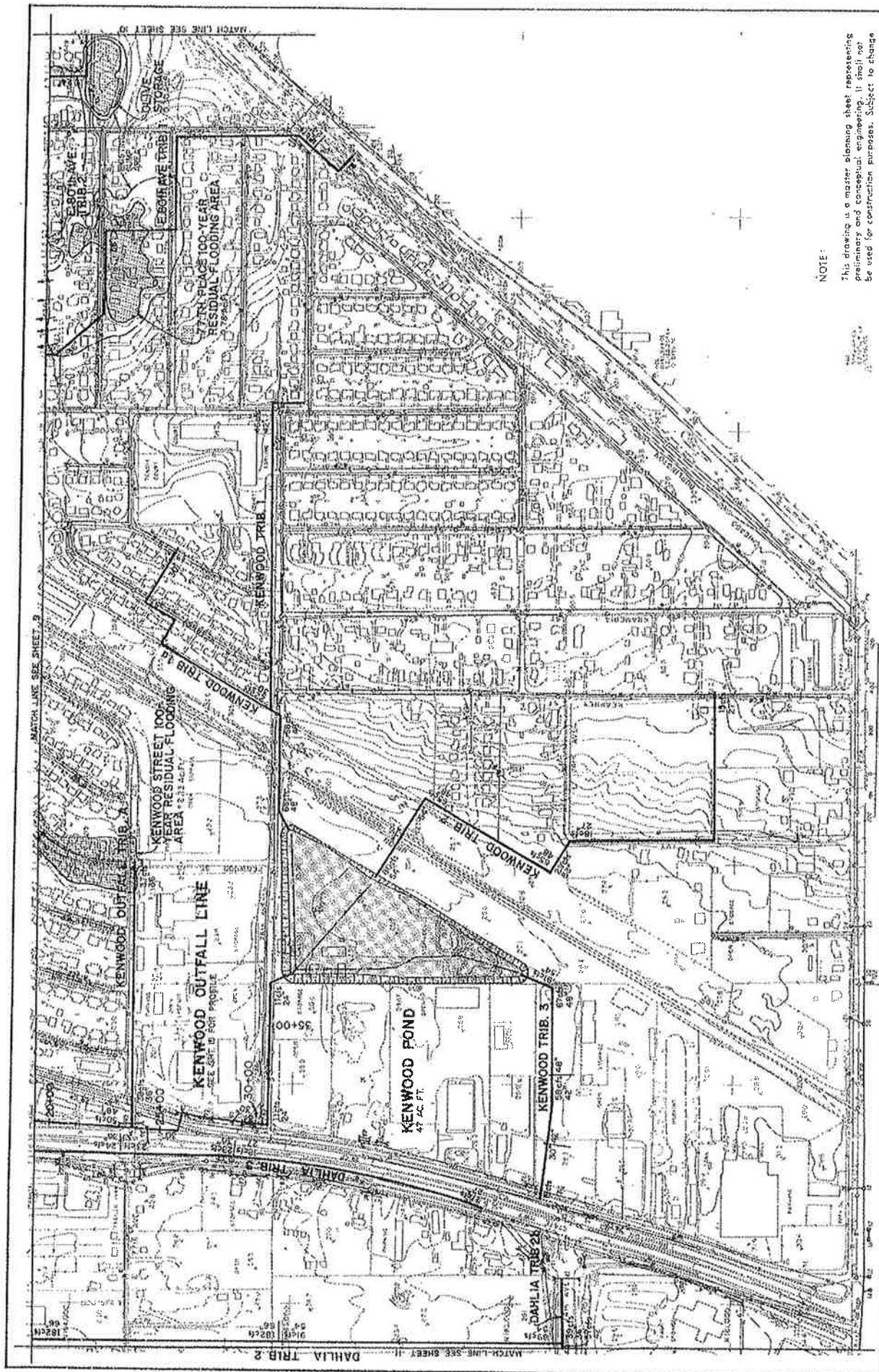


Fee Proposal: 2014-005 Professional Engineering Services
PROJECT: Carol Way, E. 77th Ave, and Locust Street Improvements Project
CLIENT: Adams County (Project Manager: Ms. Jennifer Shi, P.E.)

PREPARED BY: MJU
CHECKED BY: CR
DATE: January 10, 2014
REVISED: February 20, 2014 "BEST AND FINAL OFFER"
 SERVICE

	Principal	Prof Engineer I	Engineer III	CADD Tech. II	Survey Manager	Survey Crew	Survey Tech	Admin.	Direct Costs	Total
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		
F Final Design										
1. Progress meetings - minutes included (5)	6.0	24.0							\$200	\$4,298
2. 1st submittal of construction plans CDOT format										
a. Cover sheet		0.5		1.0					\$10	\$163
b. Standard plans list		0.5		1.0					\$10	\$163
c. General notes	0.5	1.0	2.0						\$10	\$432
d. Typical Roadway Sections	0.5	0.5	4.0						\$10	\$577
e. Summary of approximate quantities		1.0		1.0					\$10	\$228
f. Survey Control		0.5					3.0		\$10	\$315
g. Survey Tabulation Sheet		0.5		1.0					\$10	\$163
h. Geometric Layout	0.5	1.0		4.0					\$10	\$574
i. Demolition plans (3 sheets at 1" = 40)	0.5	1.0		8.0					\$30	\$946
j. Tabulation of adjustments (fences, mailboxes, water meters, hydrants, etc.)	0.5	1.0		8.0					\$10	\$926
k. Roadway plan and profiles (3 - 11" x 17" sheets at 1" = 40)	0.5	2.0	4.0	24.0					\$30	\$2,904
l. Drainage Infrastructure Plans - Replace culvert at north end of Locust Street	0.5	1.0		4.0					\$10	\$574
m. Curb return spot elevations and profiles (3 sheets)	0.5	2.0	16.0						\$10	\$2,032
n. Typical County / CDOT drainage details (1 sheet)										\$0
o. Typical County / CDOT roadway details (2 sheets)										\$0
p. Site specific details(1 sheet)	0.5	2.0		4.0					\$10	\$704
q. Signing and Striping Crosswalks		0.5		1.0						\$153
r. Phasing / traffic control plans										\$0
s. Cross-sections at 14 driveways and critical locations	0.5	2.0	12.0						\$10	\$1,612
3. Storm Water Management Plan: Map and Report	0.5	4.0	20.0	4.0			1.0		\$25	\$3,141
4. Contract Documents										
a. County Front End Documents	1.0	4.0								\$663
b. Standard Special Provisions	1.0	8.0								\$1,203
c. Project Special Provision	1.0	16.0								\$2,243
5. Final Drainage Study and Map	1.0	4.0	8.0	4.0			1.0		\$25	\$1,962
6. Opinion of probable construction cost and bid schedule	0.5	2.0	8.0							\$1,182
7. In-house review and revisions	4.0	1.0	4.0	12.0						\$2,258
8. Submit Construction Plans to County		0.5		4.0				1.0	\$98	\$577
9. Meeting to review comments from: 1st Submittal (minutes included)	3.0	5.0							\$50	\$1,189
10. Revision per County Comments and 2nd Submittal of Construction Plans	4.0	4.0	12.0	24.0				2.0	\$98	\$4,766
11. Submit Stamped Set and Final Documents	1.0	4.0		4.0				1.0	\$98	\$1,195
Subtotal	28.0	93.5	90.0	109.0	0.0	0.0	3.0	6.0	\$784	\$37,157
GRAND TOTAL HOURS	57.0	154.5	184.0	119.0	1.5	18.0	29.0	6.0		
GRAND TOTAL FEES	\$9,291	\$20,085	\$19,320	\$10,472	\$186	\$2,880	\$2,320	\$372	\$5,324	\$70,250

To be referenced on drawings - no detail sheets to be provided
 To be referenced on drawings - no detail sheets to be provided
 Not required for this project



NOTE:
 This drawing is a master planning sheet representing preliminary and conceptual engineering. It shall not be used for construction purposes. Subject to change.

PROJECT NO. 2144 DATE 10/15/58 DRAWN BY J. J. [unreadable] CHECKED BY [unreadable] REVISIONS: NONE	URBAN DRAINAGE AND FLOOD CONTROL DISTRICT ADAMS COUNTY	CUTFALL SYSTEMS PLANNING COMMERCE CITY / IRONDALE AREA	PLAN SHEET 12 OF 16
	Mc LAUGHLIN WATER ENGINEERS, LTD.	COMMERCE CITY	