

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ (“Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (“City”), and MATRIX DESIGN GROUP, INC., a Colorado corporation whose principal business address is 707 17<sup>th</sup> Street, Suite 3150, Denver, Colorado 80202 (“Consultant”).

WHEREAS, the City desires to retain the services of Consultant, and Consultant desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **I. SERVICES.**

A. Services. At the City’s direction, Consultant will perform all of the professional services required to provide the City with all of the required construction documents for the reconstruction of E. 56th Avenue between Brighton Blvd & Vasquez Blvd located within the City of Commerce City as set forth in Exhibit A – “Scope of Services,” attached and incorporated by reference (“Services”). Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant without penalty. Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply the Services to the City.

B. Changes to Scope of Services. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement. Additional terms and conditions not specifically relating to the Services (such as unnegotiated or form terms included in any related proposal, quote, invoice, terms and conditions sheet or like document, or any attachment), whether or not in conflict with this Agreement, are not agreed to by the City and are declared void and of no force or effect.

#### D. Format and Ownership of Deliverables.

1. Format. Consultant will provide all reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format (“Deliverables”) to the City in both hard copy and electronic formats acceptable to the City, unless otherwise directed by the City in writing. Consultant’s failure to do so will constitute a material breach of this Agreement. Consultant will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Consultant pursuant to this Agreement will at all times be considered the property of the City. Deliverables which include spatial data that is intended for use within the City’s GIS will be an Esri file geodatabase (.gdb), or a shapefile (.shp), or an AutoCAD drawing file (.dwg). All Deliverables will contain a file describing coordinate systems used. Consultant will provide complete metadata (who, what, when,

where, how) for all provided spatial data and related information, including but not limited to the following: file description, attribute descriptions, author and contact information (credit), and date created.

2. Digital Images. Consultant will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the City, suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentations. Consultant will affirm that the images do not violate copyright laws and will indemnify and hold harmless the City from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the City's use of the images. All images provided will become the property of the City.

3. Ownership. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant in the course of performance of the Services shall be exclusively owned by the City. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the City all of its right, title, and interest in such work. The City may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.

E. Consultant Representations; Standard of Care. Consultant represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Consultant acknowledges that the City is relying on Consultant's expertise, skill, and knowledge, and that Consultant's obligations and liabilities will not be diminished by reason of any approval or review by the City. Consultant represents that the Services provided: (i) will be performed in accordance with the applicable professional standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant, and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel. Consultant further represents that all application software developed or implemented by Consultant under this Agreement, when used in accordance with its associated documentation, shall not infringe upon the rights or marks of a third party. Lastly, Consultant represents that it is not a party to nor subject to any agreement or order which would limit, prevent or restrict its performance of any Services.

F. Prosecution of the Services. Consultant will perform all work in a professional, workmanlike, and timely manner. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Consultant under this Agreement. Consultant will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Consultant will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf. The Services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations. All work, if related to construction, will be performed in accordance with the City's Engineering Standards and Specifications.

G. Correction of Errors. Consultant will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly, for no additional compensation, and without limiting any other express or implied remedies of the City.

H. Subconsultants. Consultant will not engage subconsultants to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

I. Licenses, Permits & Taxes. Consultant and each subconsultant will be responsible to obtain all required licenses and permits, including a City Consultant's license, if required. Consultant will pay all applicable license and permit fees. Consultant is responsible for the payment of applicable taxes, including the City's sales and use tax, if applicable.

J. Time for Completion. Consultant shall complete all Services to the City's satisfaction by no later than **December 31, 2025**. Further, Consultant shall fully perform, complete, or present all identified tasks, sub-tasks, and Deliverable items by the deadline(s) established in the Scope of Services, as applicable. Consultant's rate of progress is a material term of this Agreement. At the City's request, Consultant will provide a progress schedule for the performance of any Services subject to the City's approval.

K. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Consultant will cooperate with the City relating to such monitoring and evaluation.

L. Drugs, Alcohol, Workplace Violence, and Harassment; Compliance with Applicable Law. Consultant and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol, workplace violence, and harassment. Policies will be made available to Consultant upon request. Consultant will comply with all applicable federal, state and local laws, ordinances and regulations.

M. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Consultant acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

## II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Consultant for work actually performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed **\$649,535.00**. The compensation established by this Agreement includes all of Consultant's costs and expenses to fully perform the Services and other obligations of this Agreement, for the Term, as defined below. The City shall not be obligated to pay any late fees or interest. The City will not consider or be obligated to pay or reimburse Consultant any other charges or fees and Consultant will not be entitled to any additional compensation or reimbursement.

B. Invoices. Consultant will submit invoices on a monthly basis, in a format approved by the City, and provide verification documentation as requested by the City. Invoices will be submitted to the City not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, any costs for which Consultant seeks reimbursement, the hours worked by each employee for the billing period, and the total amount that Consultant claims is due. The Consultant must also submit documentation supporting the charges in the invoice, which must be consistent with this Agreement, and must include a reference to this Agreement on each invoice.

C. Representation. By submitting an invoice, Consultant warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Consultant or any other person or entity. Consultant shall not include in its invoice any billing for defective work or for work performed by subconsultants or suppliers if it does not intend to pay the subconsultants or suppliers for such work.

D. Payment. The City will make payment to Consultant within thirty (30) days after receipt and approval of invoices submitted by Consultant. The City's obligation to make payment is contingent upon the Consultant's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute. The City's review, approval or acceptance of, or payment for any Services shall not be construed to operate as a waiver of any rights under this Agreement, or a waiver of any cause of action arising out of the performance of this Agreement.

E. IRS Form W-9. If not on file with the City, Consultant will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Consultant's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Subject to Annual Appropriation. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 12, Chapter XII of the Charter of the City of Commerce City. Consultant acknowledges and accepts that nothing herein shall constitute or be deemed to constitute the creation of any kind of multiple fiscal-year debt, liability, or financial obligation of the City. Further, Consultant acknowledges and accepts that no provision of this Agreement shall be construed to create any kind of obligation of future monetary appropriations by the City Council of Commerce City that may run contrary to Article X, § 20 of the Colorado Constitution, or any other constitutional, statutory, or Charter debt limitation. Consultant acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year, and further acknowledges that the City has made no promise that it will pledge adequate cash reserves on a fiscal-year by fiscal-year basis, notwithstanding any provision of this Agreement that may be construed to the contrary. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation or liability of the City which may arise under this Agreement in any fiscal year after the date of execution, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

G. Changed Conditions. Consultant agrees that, by careful examination, it is satisfied as to the nature and location of the Services, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Services, the general and local conditions, and all other matters, which can in any way affect the performance of the Services. Consultant specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

### III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until the completion and acceptance of the Services (“Term”).

B. Termination

1. For Convenience. Consultant agrees that the City may terminate this Agreement without cause at any time for convenience of the City. Consultant assumes all risks of being terminated for convenience, whether such risks are known or unknown, and acknowledges that the City’s decision to terminate for convenience lies solely within the City’s own discretion. Consultant represents that it is a sophisticated business, has entered into the Agreement voluntarily, and has calculated all business risks associated with this Agreement. In the event of a termination for convenience, the City will provide written notice of termination to Consultant at least fourteen (14) calendar days prior to the effective date of termination. Consultant expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Consultant begins any Services or portion of the Services. Once Consultant has commenced performance of the Services, Consultant expressly agrees that the City shall be liable only for work Consultant satisfactorily completed up to the point of the effective date of the notice of termination, consistent with Section III(C) of this Agreement. The Consultant shall have no claim of any kind whatsoever against the City for any termination for convenience, except for compensation for work completed to the satisfaction of the City.

2. For Cause. If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law relating to the performance of this Agreement (“Breach”), the City may terminate this Agreement for cause immediately upon written notice of termination to Consultant. Consultant will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to the City from Consultant is determined. If Consultant challenges a termination for cause by the City and prevails on all grounds asserted as a basis for such termination, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Consultant; no further notice will be required. As an alternative to immediate termination of the Agreement, the City may, but is not required, to provide written notice of a Breach to the Consultant, and allow the Consultant a reasonable period of time to cure the Breach, subject to the discretion of the City.

3. The occurrence of any one or more of the following as set forth in this non-exhaustive list shall constitute a Breach:

- a) The Consultant fails or refuses to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations, or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement, including those stated in the Scope of Services;
- b) There is substantial evidence that it has been or will be impossible for the Consultant to perform the Services required due to matters within the Consultant’s control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving the Consultant’s employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Consultant or the Consultant’s employees;

- c) The Consultant has submitted requests for payment under this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;
- d) The Consultant has made an assignment or transfer of, or subcontracts, any or all of its responsibilities and obligations under this Agreement in violation of the terms of this Agreement;
- e) The Consultant fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement, or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Consultant fails to remedy the situation to the satisfaction of the City;
- f) The Consultant fails to obtain or properly and timely maintain any financial assurances required by this Agreement;
- g) Any lien is filed against City property because of any act or omission of the Consultant and is not timely discharged, unless the Consultant furnishes to the City such bond or other financial assurance reasonably acceptable to protect the interests of the City;
- h) The Consultant has failed to obtain or maintain any required permit or license, or has utilized personnel or workers not licensed or registered as required by law;
- i) The Consultant has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;
- j) The Consultant has flagrantly or persistently failed or refused to comply with any applicable laws or City policies, or fails or refuses to rectify any condition or situation in violation of applicable law or City policies;
- k) The Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Consultant's business.

4. For Non-Appropriation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any Work Order, sub-agreement, attachment, schedule, or exhibit thereto, by the City.

#### C. Effect of Termination.

1. For termination pursuant to either Section III(B)(1) or (2), above, the City will be liable only for Services Consultant performed that were actually requested by the City and completed to the City's satisfaction up to the date of the effective date of termination.

2. For termination pursuant to Section III(B)(3), above, the City will be liable only for Services that Consultant performed that were actually requested by the City and completed to the City's satisfaction up to the date of the effective date of termination, to the extent that the budget for the year of such termination provided sufficient funds to discharge such obligation.

3. Following termination for any reason, under no circumstances will the City be liable for any costs related to Services not performed to the satisfaction of the City, any Services not requested by the City, or any Services that the City directed the Consultant to not perform. The City will not be liable to Consultant for any unperformed Services, anticipated profits, overhead, mobilization or demobilization costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subconsultants, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature.

4. Upon receipt of a notice of termination, Consultant will:

- a) Immediately discontinue performance of the Services (unless otherwise instructed in writing);
- b) Take reasonable actions necessary, or as the City may direct, for the protection and preservation of completed or partial work;
- c) Provide the City with all drawings, specifications, photographs, data, and other pertinent documents and information relating to work completed or partially completed, in either their original format or such other commercially reasonable format as the City may direct; and
- d) Cooperate in all respects with the City, which cooperation shall include, but not be limited to, all of the foregoing obligations listed herein, as well as assisting the City during a transition to another Consultant for the Services, if applicable.

5. The City may pursue any remedies available at law or equity. Consultant shall be liable to the City for any loss or damage sustained by the City because of failure to perform in accordance with this Agreement.

**D. Consultant's Remedies for Breach.**

1. Consultant may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Consultant will first provide the City written notice of Consultant's intent to terminate and allow the City thirty (30) days within which to make payment.

2. Notwithstanding any claim of a material breach by the City, Consultant shall not discontinue performance of the Services without the written consent of the City.

**IV. INDEMNITY.**

To the extent permitted under Colorado Revised Statute Section 13-50.5-102(8), Consultant will indemnify and hold harmless the City, as well as its elected and appointed officials, current and former officers and employees, , and agents acting under the City's direction or control("Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, reasonable attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent,

willful and wanton, or intentional actions or omissions of or a failure to observe any applicable standard of care by Consultant and/or its employees, agents or representatives or other persons acting under Consultant's direction or control. Consultant need not indemnify or hold harmless an Indemnified Party from damages resulting from the sole negligence or fault of that Indemnified Party. Consultant will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

## V. WAIVER OF CONSEQUENTIAL DAMAGES; SUBROGATION

Notwithstanding any provision of this Agreement that may be construed to the contrary, in no event shall the City, including its elected and appointed officials, current and former officers and employees, servants, agents, attorneys, representatives, insurance carriers, and self-insurance pools, be liable to the Consultant for any exemplary, punitive, special, indirect, consequential, remote, or speculative damages arising out of or relating to, in any manner, this Agreement; whether arising in contract, tort, or otherwise, even if Consultant has been informed of the possibility thereof. Moreover, to the extent any damages arising under this Agreement may be covered by insurance, the Consultant agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from the Services performed by the Consultant for the City.

## VI. INSURANCE

A. Required Policies. Consultant will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with minimum combined single limits of One Million Dollars **(\$1,000,000.00)** for each occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate.
2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars (\$1,000,000).**
3. Comprehensive Automobile Liability Insurance. Automobile Liability coverage with minimum combined single limits for bodily injury and property damage of not less than **One Million Dollars (\$1,000,000.00)** for any one occurrence with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in connection with performance of the Services. If Consultant's insurance does not cover non-owned or hired vehicles, the requirements of this paragraph shall be met with respect to each such vehicle used in connection with performance of the Service, and Consultant agrees to assure compliance prior to allowing use of a vehicle not owned by Consultant for such purpose.
4. Professional Liability Insurance. If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Consultant provides a completed Declaration of Independent Consultant Status Form) and other insurance required by applicable law.

6. Excess or Umbrella Requirements. For the coverages required in Sections VI(A)(1-4), Consultant shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount not less than **One Million Dollars (\$1,000,000.00)**. In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to C.R.S. § 24-10-114, as may be amended.

The limits of any insurance required by this Agreement will not limit Consultant's liability.

**B. Terms of Insurance.**

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Consultant or its officers, employees, agents, subconsultants or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Consultant and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Consultant deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Consultant will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Consultant will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant will carry a twelve (12) month tail. Consultant will not do or permit to be done anything that will invalidate the policies.

5. Pollution Coverage. The insurance required by this Agreement will cover damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Consultant will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits with at least **Two Million Dollars (\$2,000,000)** each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Consultant will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Consultant provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Consultant will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Consultant will include the insurance requirements of this Agreement in all subcontracts. Consultant will be responsible if any subconsultant fails to procure and maintain insurance meeting the requirements of this Agreement.

## VII. SALES AND USE TAX.

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Consultant Responsible for Tax. Consultant is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Consultants (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at <http://www.c3gov.com/DocumentView.aspx?DID=115>.

C. Equipment. Prior to or on the date Consultant locates equipment within the City to fulfill this Agreement, Consultant will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Consultant anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Consultant may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Consultant fails to declare the equipment to the City prior to or on the date Consultant locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

## VIII. NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

John R. Hubeny, P.E., Project Manager  
Public Works  
City of Commerce City  
5602 Rosemary Street  
Commerce City, CO 80022  
Email: [jhubeny@c3gov.com](mailto:jhubeny@c3gov.com)  
cc: City Attorney's Office  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

If to Consultant:

Jeff Killion, P.E., Vice President  
Matrix Design Group, Inc.  
707 17th Street, Suite 3150  
Denver, CO 80202  
Email: [Jeff\\_Killion@matrixdesigngroup.com](mailto:Jeff_Killion@matrixdesigngroup.com)

The parties may agree to delivery of notices via electronic mail.

## **IX. INDEPENDENT CONTRACTOR.**

A. Generally. **The relationship between Consultant and the City will be as independent contractors, and neither the City nor Consultant will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Consultant is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Consultant nor Consultant's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

B. Representations. Consultant shall make no representation that either it or any of its employees, agents, or representatives are employees of the City for any purposes.

C. No Authority to Bind the City. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

D. Control and Supervision. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder

E. Non-Exclusivity. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

F. Assumption of Risk. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

G. Separate Operations. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

## **X. GENERAL PROVISIONS.**

A. Incorporation by Reference. All Exhibits attached to this Agreement are incorporated into this Agreement by reference.

B. No Assignment. Consultant will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

C. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Consultant consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Consultant waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover from the non-prevailing party court costs, reasonable third-party expenses, and reasonable attorney fees incurred in prosecuting or defending such action and enforcing any judgment, order, ruling or award. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the

most recent settlement positions of the parties, which the parties agree shall be admissible for purposes of determining the prevailing party. Any obligation of the City to pay court costs or attorney fees pursuant to this Section shall be subject to the appropriation of funds by the City Council for such purpose.

D. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to -120.

E. COVID-19 and Other Public Health Emergencies. While on City property, Consultant and any employees and subconsultants will comply with all public health orders and laws related to the COVID-19 public health emergency and any other public health emergency in the City, and all City directives relating to any public health emergency, including distancing, face coverings, employee screening, and sanitation. Consultant will not permit any employee who has tested positive for COVID-19, who is exhibiting symptoms of COVID-19, or who has exhibited symptoms within the prior 10 days, to be present at any City facility.

F. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to pandemic, fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

G. Protections for Data Privacy. Consultant shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 6-1-713.5(2)(a-b) and C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b), disclosed to Consultant in the course of performing the Services. Consultant will notify the City within twenty-four (24) hours of Consultant's determination that a security breach has occurred, as defined in C.R.S. § 6-1-716(1)(c), (h) and C.R.S. § 24-73-103(1)(b), (h) with regard to any personal information, as defined in C.R.S. § 6-1-716(1)(g) and C.R.S. § 24-73-103(1)(g), disclosed to Consultant in the course of performing the Services, and will conduct such investigation and provide such notice as required by law in the event of such breach.

H. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for Services negligently or defectively performed.

I. Time. Consultant's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

J. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Consultant will be deemed to be only an incidental beneficiary under this Agreement.

K. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

L. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Consultant on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

M. Acknowledgement of Open Records Act. The City is a public entity subject to the Colorado Open Records Act, (“CORA” or “Act”) C.R.S. § 24-72-201 to -205.5, and this Agreement and any related documents are subject to public disclosure. The City will take reasonable steps to keep confidential only documents actually prevented from disclosure under the Colorado Open Records Act, C.R.S. § 24-72-201 -205.5, which efforts may include notifying the Consultant of a CORA request and allowing the Consultant to take steps to prevent disclosure, where and when it is reasonably possible to do so. **The Consultant will indemnify and hold the City harmless from any claims arising from the release or inadvertent disclosure of confidential or proprietary information, and from any claims arising from the withholding, or release of documents not protected from disclosure under the Act.**

N. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

O. Liability of City Representatives. All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City

P. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

Q. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

R. Survivability. The following provisions of this Agreement shall survive termination of this Agreement for any reason: I(D); I(E); II; III; IV; V; VI; IX; X. The obligations of any surety under any bond provided pursuant to this Agreement will survive termination.

S. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

**[Remainder of this page intentionally left blank – signature page(s) follow(s).]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Jason R. Rogers, City Manager  
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dylan A. Gibson, City Clerk

\_\_\_\_\_  
John-Patrick Sansom, Assistant City Attorney

**MATRIX DESIGN GROUP, INC.**

\_\_\_\_\_  
Signature

Jeff Killion, P.E., Vice President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title),  
of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Scope of Services**

**CONSULTANT:** Matrix Design Group, Inc.

**LOCATION(S) OF SERVICES:** E. 56<sup>th</sup> Ave. Between Brighton Blvd. and Vasquez Blvd.

#### **GENERAL DESCRIPTION OF SERVICES:**

##### Project Goals

Consultant will perform all of the professional services required to provide the City with all of the required construction documents for the reconstruction of E. 56<sup>th</sup> Avenue between Brighton Blvd & Vasquez Blvd located within the City of Commerce City. East 56<sup>th</sup> Avenue was identified within the City of Commerce City's Transportation Plan (2010) as a recommended candidate for roadway widening in order to provide capacity improvements. E 56<sup>th</sup> Avenue is classified as a minor arterial throughout the study area. This Project includes the segment from Brighton Blvd. east to Vasquez Blvd. / US 85 not including the intersections at each end, a distance of approximately 0.8 miles. This project section of roadway has seven (7) railroad crossings with underground and overhead utilities found throughout the site.

##### General Project Requirements

The following work has been completed to date and will be provided to the Consultant for review and use on the project:

- Traffic Study
- Modified Environmental Site Assessment (MESA)
- Preliminary Drainage Plans
- Preliminary Engineering Design (30%)
- Technical Memorandum for East 56<sup>th</sup> Avenue Improvements – Preliminary Design Evaluation
- Any other information in the City's possession deemed necessary for the successful completion of the Final Engineering Construction Drawings, Specifications and Supporting Documentation and Reports

##### Consultant will provide or prepare and deliver the following:

- Project Management Plan and Schedule
- Boundary Survey, Topographic Survey, and Mapping
- Utility Locates, Utility Coordination, and SUE Plans
- Right-Of-Way Plans, Legal Descriptions, and Exhibits
- Property Acquisition Services
- Geotechnical Report and Pavement Design
- Wetland Delineation
- Habitat Review for Threatened and Endangered Species
- Environmental Clearances
- Remedial Investigation and Feasibility Study
- Materials Management Plan (MMP)
- 60% Plans and Cost Estimate
- 90% Final Office Review (F.O.R.) Plans, Specifications, and Cost Estimate

- Construction, Storm Water Discharge, and Dewatering Permits
- Advertisement/Bid Plans, Specifications, and Cost Estimate
- Final Drainage Report
- Construction Administration
- Schedules
- Meeting Minutes

All work shall be completed in accordance with applicable City standards and within the agreed upon timeline. Completion of the work includes but is not limited to, preparing and maintaining a detailed project timeline, scheduling and leading public hearing and study session presentations, meetings with City staff, conducting stakeholder meetings and public outreach, conducting technical analysis, preparing and refining documentation, completion of key deliverables, and document preparation.

### Key Deliverables & Tasks

The tasks identified below shall conform to the City's branding, formatting, and case project processing.

All traffic control, when required, shall be provided by the Consultant unless explicitly stated otherwise in this Agreement.

## **Taks 1:Project Management**

### **1.1. Project Management**

- 1.1.1. Conduct an on-site project kickoff inspection meeting to walk the length of the project. This inspection will be attended by members of the Consultant's team and Commerce City staff.
- 1.1.2. Consultant will promptly respond to City requests (both routine and emergency).
- 1.1.3. Coordinate the project with all affected parties, adjacent properties, key stakeholders, utility owners, railroads, and any required government agencies.
- 1.1.4. The project has two (2) railroads, Union Pacific Railroad (UPRR) and the Burlington Northern and Santa Fe Railroad (BNSF), that have multiple tracks that cross the roadway that the Consultant will be required to coordinate the project with.
- 1.1.5. Coordinate work activities with other consultants and/or City staff.
- 1.1.6. Attend regular progress meetings as deemed appropriate by the City. At least three (3) progress meetings with up to three (3) Consultant staff members are included in the scope of work for the project.
- 1.1.7. Arrange and attend a 60% Design Plans meeting with Commerce City staff and other affected parties, as required by Commerce City.
- 1.1.8. Arrange and attend a Final Office Review (F.O.R.) meeting with Commerce City staff and other affected parties, as required by Commerce City.
- 1.1.9. For all meetings, the Consultant is to prepare a meeting agenda and submit it to the City no later than 24 hours before the meeting for review. Meeting notes are to be kept and written meeting minutes are to be prepared for all meetings required for the project that are held with the City, the County, utility companies, property owners or representatives, jurisdictional entities, or any other meetings as required by the project. Minutes are to be distributed to the meeting attendees within five (5) business days of the meeting.

### **1.2. Project Management Plan and Schedule**

- 1.2.1. Within a week of the project kickoff inspection meeting, preferably before the meeting, the Consultant shall prepare and submit to the City for approval a Project Management Plan that details how the project will be managed for the duration of the project. The plan is to outline the approach for managing the project which includes but is not limited to a schedule of work

that identifies work tasks, milestones, and review/comment milestones; details the roles and responsibilities of the Consultant, the Subconsultants, and Subcontractors; listing the key team members, staff, and their respective responsibilities; other project specific needs as deemed necessary for successful completion and execution of the project.

- 1.2.2. Document time delays, scope of work variations, changes in input from entities, and coordinate said documentation. Update the project schedule in consultation with City Staff. Modifications will be made as necessary with appropriate justification and will be subject to review, and written approval by the City.
- 1.2.3. Prepare monthly reports to Commerce City outlining work completed to date, work to be completed, value added services, actual completion vs. budget completion vs. scheduled completion, and potential future additional services requests.
- 1.2.4. Timing is critical on this project. The Consultant shall meet all deadlines and milestones established in the project work schedule with Bid Plans due by Monday December 2<sup>nd</sup>, 2024.

## **Taks 2: Engineering Research**

### **2.1. Engineering Research**

- 2.1.1. Review of the information that has been produced for the City for the project which includes the information listed above under General Project Requirements.
- 2.1.2. Using digital photography, conduct a field inventory and generate a Photo Log of the existing roadways with labels describing what direction, subject, and date of the photograph.

### **2.2. Boundary Survey, Topographic Survey and Mapping**

- 2.2.1. Right of Entry: Prepare right of entry request letters to the property owners immediately adjacent to the corridor that require access for the purpose of surveying. Letters will be prepared and mailed to the owners of each property. Should there be no response to the letter from an address, the Consultant will attempt to contact the residence or business to request access to the property for the purpose of surveying through other means.
- 2.2.2. Boundary Survey: Establish horizontal and vertical control for the project based on the High-Accuracy Reference Network (HARN) and existing NGS benchmarks resulting in a NAD83 2011 horizontal datum and a 1988 NAVD vertical datum. Establish horizontal control lines for intersecting streets, driveways, and property accesses. Establish ties to two or more section corners. Final AutoCAD drawings and spread sheets must include point numbers, state plane coordinates, elevations, bearings and distances between aliquot corners, street names, geodetic coordinates, ground based coordinates, scale factors and convergence angles, etc. Prepare and submit AutoCAD drawing files for all survey and design drawings. Include a copy of all monument records used in the survey.
- 2.2.3. Prepare a Survey Control Diagram for the project showing existing monuments that were utilized and newly established monumentation. The Survey Control Diagram will be prepared in accordance with CDOT criteria. Control points established for this survey will be monumented with durable monuments for use during construction, and referenced on the Ownership Map.
- 2.2.4. Topographic Survey: Complete a topographic field survey to obtain the detail required to design the project in accordance with the City of Commerce City's Engineering Construction Standards and Specifications. Full sized plan sheets for the construction drawings are to be 22"x34" at a scale of 1" = 20'. Contour intervals are to be at a 1-foot maximum interval. Establish horizontal and vertical control for the project. Establish vertical control, including setting temporary and permanent benchmarks. The survey is to be 50-feet outside of the 56<sup>th</sup> Ave right-of-way from the east edge of pavement of Brighton Blvd and the west edge of pavement of Vasquez Blvd. The survey is to also include 50-feet outside of the limits of the improvements as shown on the proposed preliminary engineering plans. These plans show additional right-of-way, temporary and permanent easements potentially required to construct

the proposed roadway and water quality ponds. The survey is also to include the area between the west edge of pavement of Vasquez Blvd and a line approximately 330-feet west of the western edge of pavement of Vasquez Blvd between 56<sup>th</sup> Avenue and the Sand Creek. Include the following existing visible features:

- Any existing private improvements that lie within the City's existing right-of-way.
- Manhole and storm sewer inlet invert and rim elevations and sizes, inverts and direction of pipes in manhole. Note sizes of manholes. Determine pipe sizes, pipe material, and flow directions to the greatest extent possible from the surface. For safety, surveying personnel will not be required to enter confined spaces such as manholes and vaults. The marked utilities will subsequently be field surveyed and delineated on the design survey. All visible utility surface appurtenances will be field located and shown on the design survey. Invert elevations will be obtained from all accessible utilities, i.e. storm and sanitary sewers, water main vaults. Traffic control, if required to obtain utility information, will be provided by the Consultant.
- Culvert sizes, materials and invert elevations.
- Irrigation ditches.
- Signs, including sizes and types.
- Earthen berms, including top and toe of slopes.
- Edges of pavement, flowline, lip of curb pan, and roadway crown.
- Railroad crossings, track elevations, and railroad crossing signals
- Curbs, gutters and sidewalks and survey topography at intersections, providing curb return elevations, radius returns, centerline profiles and signal equipment information (where applicable).
- Surface utility evidence such as utility poles, junction boxes and any signs or markers indicating location of underground utilities on the Project, not identified on the aerial mapping. For the protection of field personnel, Consultant shall provide traffic control for this task, as necessary.
- Survey of required utility potholes is to be included in the additional services request for utility potholing services once the required number and locations of potholes are known. See Utility locates, Utility Coordination, and SUE Plans.
- Survey geotechnical test hole locations (17 anticipated) and show them on the final engineering plans.
- Survey environmental boring test hole locations, quantity to be determined by the Consultant, and show them on the final engineering plans.
- Horizontal and vertical locations will be completed in accordance with the NAD83 2011.

### **2.3. Utility Locates, Utility Coordination, and SUE Plans**

2.3.1. Prior to the topographic survey field work is conducted, all public and private subsurface and above ground utilities are to be located and identified with paint and/or pin flags. This work is to be coordinated with the surveyor and the utility locations are to be surveyed and included in the plans. Preliminary plans are to be sent to utility districts and companies to request verification of existing and proposed utility locations shown on the plans per Colorado Subsurface Utility Law (SB18-167) Level D.

2.3.2. Identify utility conflicts and potential relocations. Determine locations where utility potholes should be dug to confirm whether conflicts exist or not. A utility pothole plan is to be prepared and submitted to the City for review and approval. Once the pothole plan is approved by the City, prepare an additional services request for utility potholing services. This request is to include the potholing, surveying the locations and elevations of the potholes by the surveyor, updating the existing conditions drawings in the plans, and updating the SUE plans with the

pothole information. Utility potholing is not included in the Base Scope of Services. The goal shall be to perform the additional services for utility potholing very soon after the 60% meeting.

- 2.3.3. Once the utility potholing is performed (if necessary) and the conflict locations are verified, Consultant shall conduct a Utility Coordination Meeting. All affected utility companies shall be invited to the meeting. The purposes of the meeting will be to:
  - Review conflicts
  - Confirm how the conflicts should be resolved
  - Confirm who is financially responsible for work required to resolve the conflict
  - Confirm which portions of the work will be performed by Utility Company versus the City's construction Contractor
  - Confirm the duration or expected completion date of the utility work and the advance notification time requirements.
- 2.3.4. Conduct field reviews with utility owners as required.
- 2.3.5. Revise plans to reflect input from utility owners at the Utility Coordination Meeting and field reviews.
- 2.3.6. Prepare Utility Clearance Letters listing specific utility work elements that the construction contractor shall perform, specific utility work elements that the utility owner shall perform, the duration or expected completion date of the utility work, and advance notification time requirements.
- 2.3.7. Submit the letters to the utility companies requesting their signature and return of the letters.
- 2.3.8. Prepare a utility specification listing all utility owners adjacent to the Project and the provisions of the Utility Clearance Letters.

#### **2.4. Right-Of-Way Plans, Legal Descriptions, Exhibits, and Acquisition Services**

- 2.4.1. The right-of-way descriptions and exhibits prepared under this section will be final documents to be used to acquire the right-of-way and easements necessary to complete the construction of the Project. ROW and easement acquisition will be based on the 60% plans by agents of the City, as modified with comments made at the meeting and will be prepared in compliance with the applicable requirements.
- 2.4.2. Calculate areas of parcels and easements to be acquired, and the area of prescriptive right-of-way to be deducted from the acquisition transaction.
- 2.4.3. Write legal descriptions and prepare exhibit maps of parcels that are to be acquired. The areas described and exhibited will include the combination of the new right-of-way take, and any existing prescriptive right-of-way. Separate legal descriptions need to be made for any existing prescriptive right-of-way and used in quit claim deeds. The existing prescriptive right-of-way will be highlighted on the exhibit and its area will be listed so the Consultant can deduct this area when negotiating the purchase price. Descriptions will be prepared from record information, as provided in the title commitments. A record copy of the descriptions shall include date, seal, signature, name and number of the Professional Land Surveyor responsible for their preparation.
- 2.4.4. Review ROW descriptions and exhibits.
- 2.4.5. Prepare a right-of-way Tabulation of Properties (11"x17") detailing parcel number, owner's name, address and phone number, location, area of parcel, date of most recent legal description, and purpose of acquisition (ROW or type of easement). Submit this tabulation to Commerce City in both paper and electronic (MS-Excel) format. This tabulation will be used to ensure that the most current legal description is being used, and it will define what parcels need to be acquired to accommodate the construction.
- 2.4.6. Update the previously prepared Ownership Map with the following information superimposed: existing right-of-way, prescriptive right-of-way, proposed right-of-way, permanent/slope

easements, construction easements, and drainage easements (if any). Typical right-of-way dimensions will be provided if/where right-of-way is a constant width. Parcel numbers will be assigned and a legend will be provided correlating the parcel number to the landowner's name, address, and Assessor Property Identification Numbers (PIN) numbers.

- 2.4.7. Complete the acquisition of all right-of-way, permanent easements and temporary easements necessary to construct the Project. This task includes but is not limited to conducting appraisals, preparing offer letters, conducting negotiations, coordinate and attending real estate closings, and coordinating with the City's legal counsel. These services shall adhere to all applicable Federal, State, and local laws and CDOT and City policies.
- 2.4.8. Prepare a right-of-way "Clearance Letter" that summarizes the acquisitions and easements information determined by the Consultant to be necessary to construct the Project.

## **2.5. Geotechnical Report and Pavement Design**

- 2.5.1. Conduct a geotechnical investigation in accordance with Commerce City's Engineering Construction Standards and Specifications (C3 Standards) and the CDOT 2020 M-E Pavement Design Manual. Consultant will drill test holes to a minimum depth of five (5) feet. The maximum depth is to be determined by the Consultant to facilitate for the proper design and construction of the proposed improvements, i.e. final roadway grades, depth of ponds, depth of proposed storm sewers and utilities, etc. The depth to groundwater throughout the project is to be determined as a part of the investigation so the proposed stormwater ponds can be properly designed. According to the C3 Standards, test holes are to be drilled on approximately 250-foot centers to obtain a soil profile for pavement design and excavation conditions. Drill at least 10 test holes in the existing pavement along the corridor to determine pavement and subgrade material thickness.
- 2.5.2. Review test results and make recommendations for the pavement thickness required for flexible pavements and special subgrade treatments, if required. The pavement thickness recommendations should consider minimizing impacts to the existing underground utilities, and constructability.
- 2.5.3. Conduct an economic analysis of various asphalt pavement sections to determine the best design. Concrete pavement design alternatives are not to be included in the analysis. Provide a cost comparison between pavement section alternatives based on the estimated total quantities for this Project so that the City can make an informed decision regarding the best pavement section for this Project.
- 2.5.4. Prepare a Geology Map of the Project limits to illustrate the changes in geology and soil types on the Project.
- 2.5.5. Prepare soil log sheets to illustrate the changes in geology and soil types in the Project corridor.
- 2.5.6. Prepare and submit a bound Draft Geotechnical Report to the City for review.
- 2.5.7. Meet with the City after the completion of the draft report to develop a consensus on pavement types, sections, and subgrade treatment alternatives to be used for the Project.
- 2.5.8. Make revisions and submit final report to City upon concurrence of the findings of the draft report.

## **2.6. Wetland Delineation**

- 2.6.1. Delineate wetlands and other waters of the U.S. subject to U.S. Army Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act within the subject property.
- 2.6.2. Conduct a field survey including completion of Routine Wetland Determination forms as specified in the 1987 Corps of Engineers Wetland Delineation Manual. Map the wetland boundaries for incorporation into project base mapping.
- 2.6.3. Submit a wetland delineation report to the City and the Corps of Engineers. Include a description of the wetlands and other waters of the U.S. on the Project site, the methodology and rationale for determining their boundaries, and photographs of representative wetlands.

- 2.6.4. Upon final completion and incorporation of the wetland delineation survey into the site plans, refine and document proposed impacts (both temporary and permanent), then assess and determine Clean Water Act, Section 404 permit and mitigation requirements.
- 2.6.5. Prepare wetland mitigation concepts.
- 2.6.6. Conduct a pre-application meeting with the Army Corps of Engineers to (1) review the Project, (2) gain some initial consensus that the proposed plan for mitigation is supportable, and (3) confirm the wetlands delineation.
- 2.6.7. Prepare the application for an Individual or Nationwide 404 Permit and associated attachments/drawings.
- 2.6.8. Complete wetland mitigation plans. Develop one consolidated wetland mitigation plan for stream and wetland impacts. The mitigation plan will satisfy the requirements of the 404 Permit application process and construction bid process.

## **2.7. Habitat Review for Threatened and Endangered (T&E) Species**

- 2.7.1. Assess the Project site for the presence of habitat that may support T&E species. During the fieldwork, take note of any other potential environmental impacts or conflicts. Examples of other issues are disturbance of nesting raptors and/or songbirds (protected by the Migratory Bird Act) and the presence of prairie dog towns and/or burrowing owls. Submit a habitat assessment report to the City for review.

## **2.8. Environmental Clearance Letter**

- 2.8.1. Prepare an Environmental Clearance Letter which outlines the results of the wetlands investigation, provides an opinion of the likelihood of the existence of rare or endangered species in the Project area and provides the results and recommendations of the various federal and state agencies responsible for environmental regulation regarding current design requirements and any anticipated future requirements, as well as the environmental performance requirements during construction to avoid construction delays.
- 2.8.2. Prepare the appropriate NEPA Document (anticipated to be a Categorical Exclusion) along with all the appropriate studies completed and approved. The NEPA document needs to be prepared in accordance with the Colorado Department of Transportation's NEPA Manual.

## **2.9. Remedial Investigation and Feasibility Study**

- 2.9.1. During the preliminary design phase, a Modified Environmental Site Assessment (MESA) was performed. During this assessment contaminants of concern were found in soil samples that exceeded the Colorado Division of Oil and Public Safety Tier 1 Risk-Based Screening Levels (RBSL). The Consultant is to perform a Remedial Investigation and Feasibility Study (RI/FS) in accordance with the CDOT Hazardous Materials Guidance Manual concurrently with the development of the Field Inspection Review (F.I.R.) Plans. The Area of Interest (AOI) of this study is to include the limits of construction and any properties proposed to be acquired, right-of-way and easements, as a part of this project.
- 2.9.2. Once the RI/FS is complete, the study is to be submitted to the City for review. A meeting is to be scheduled with the City within two (2) weeks of the submittal to discuss the results, impacts to the project, and next steps.
- 2.9.3. The RI/FS is to be updated and finalized based on City comments and the discussions from the RI/FS review meeting.

## **Taks 3: Public Coordination:**

- 3.1. Update computerized mailing list to include names and addresses of property owners.
- 3.2. Arrange for a location for the public open house (or virtual open house) and collaborate with Commerce City on event date/time. Any fees for meeting facilities will be paid directly by the Consultant.

- 3.3. Prepare a meeting announcement for the public open house and submit an original copy of the announcement to Commerce City. Reproduce and mail public open house announcements to those on the computer mailing database.
- 3.4. Prepare an advertisement for the public open house. Submit the advertisement to Commerce City for review and distribution via various digital and print media.
- 3.5. Prepare the text for a Variable Message Sign (VMS) message announcing the public meeting (unless virtual). Consultant will provide this text to Commerce City staff, who will post the message on City-owned signs and place the signs along the 96<sup>th</sup> Avenue corridor. City will place the VMS along the 96<sup>th</sup> Avenue, Chambers Rd and Tower Road corridors for a period of five (5) days prior to meeting.
- 3.6. Prepare exhibits for the public open house. Exhibits will be word boards (data and/or questions), aerial photographs (with and without the proposed roadway superimposed), and other relevant drawings developed during preliminary design.
- 3.7. Prepare pdf files of all public meeting exhibits for electronic submittal to Commerce City. PDF files shall be prepared at a size suitable for posting online. City staff shall post information on the City's website. A pdf index page may be necessary to maintain file sizes that are workable for the public. This information is to be submitted to the City at least 72 hours prior to the meeting.
- 3.8. Attend one (1) public open house meeting. At least three members of the Consultant's staff will attend the meeting.
- 3.9. After the public meeting, prepare a report summarizing the notification process, attendance, intent of the meeting, exhibits / handouts, and public comments.
- 3.10. Preliminary Design Public Coordination includes up to two (2) meetings with individual property owners or other interested citizens in addition to the referenced public meeting.

#### **Taks 4: Final Construction Documents**

##### **4.1. 60% Plans and Cost Estimate**

- 4.1.1. Prepare 60% engineering plans based on the Preliminary Design Plans prepared for the project under the previous project contract, the information gathered during the Data Collection phase of this contract, and from City comments from the kick-off meeting and progress meetings. The plans are to be prepared in accordance with the City's Engineering Construction Standards and Specifications. A preliminary engineer's opinion of probable construction cost is to be included with the 50% plans. The plans are to include the following plan sheets:
  - Title Sheet
  - Standard Plans List
  - Typical Sections
  - General Notes
  - Summary of Quantities using CDOT pay items
  - Survey Control Diagram and Notes
  - Ownership Tabulation Sheet
  - Ownership Map
  - Full sized plan sheets are to be 22"x34" at a 1" = 20' scale that can be printed out half sized to scale on 11"x17" plan sheets.
  - Plan sheets are to include survey alignments, proposed alignments, profile grades, existing ground lines, existing right-of-way, drainage structure notes, top and toe of slopes, proposed right-of-way, proposed easements, location of soil borings, and existing property owners' names and addresses, Assessor Property Identification Numbers (PIN) numbers, and project parcel numbers.
  - Plan and profile sheets are to include soil borings, profiles, existing and proposed underground utilities.

- Side street profiles, property accesses, and entrances, railroad profiles and track elevations, etc.
- Geometric plans, roadway plan and profile sheets, grading plans, roadway lighting plans, final stripping plans, storm sewer plans, erosion and sediment control plans, stormwater management plan, landscaping, restoration, and final stabilization plans, and any special drainage plan sheets.
- Maintenance of traffic (MOT) plans with construction phasing. The plans are to include all required traffic control devices, location of temporary construction signage, temporary stripping, required flaggers, and how site accesses are to be maintained. Include a traffic control schedule of traffic control devices.
- Construction detail plan sheets.
- Signing plans will not be developed with the 60% plans. Signing plans will be developed with the 90% plan set.

#### **4.2. Lighting Plan**

- 4.2.1. The consultant will prepare a lighting plan and a photometric plan for review by the City. Once the plan is approved by the City, the consultant is to submit the photometric plan and the city approved street lighting plan to Xcel Energy for their approval. Once the lighting plan is approved by Xcel Energy and the City, it is to be incorporated into the final bid plans and documents.

#### **4.3. Materials Management Plan**

- 4.3.1. Using the approved finalized RI/FS, the 60% plans and 60% plan comments, a Materials Management Plan (MMP) is to be developed for the project in accordance with the CDOT Hazardous Materials Guidance Manual. The MMP is to be developed concurrently with the development of the development of the 90% Final Office (F.O.R.) Plans and submitted to the City for review and comment with the 90% F.O.R. plans. The MMP is to be used to determine how material generated on site is to be handled, managed, and disposed of if required. This information is to be included in the plans, developing the plan quantities, and cost estimates.
- 4.3.2. The MMP is to be finalized based on City comments and required plan revisions from the 90% F.O.R. Plan review and included in the project specifications.

#### **4.4. 90% Final Office Review (F.O.R.) Plans, Specifications, and Cost Estimate**

- 4.4.1. The plans are to be revised and brought up to 90% completion based on the 60% F.I.R. City comments, utility potholes, updated utility information, revised MMP.
- 4.4.2. Additional plans including the final signage plans are to be added to the plan set as necessary.
- 4.4.3. Prepare Project Special Provisions and Standard Special Provisions (e.g. technical specifications) to augment the City's General Conditions, the City's Engineering Construction Standards and Specifications, and the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction.
- 4.4.4. Prepare a Phase III Drainage report in accordance with the requirements of the Mile High Flood District's Urban Storm Drainage Criteria Manual.

#### **4.5. Construction Stormwater Discharge Permits:**

- 4.5.1. Prior to the development of any Erosion Control Plans, the Consultant will meet with the Commerce City stormwater staff to outline the approach to developing the plans. The Consultant will develop the Erosion Control Plans based on direction received at the meeting.
- 4.5.2. Consultant will prepare a Stormwater Management Plan (SWMP). The prepared SWMP will identify temporary sediment and erosion controls that are to be used during construction for

- different contaminants. Following preparation of the SWMP, Commerce City will review the Construction Phasing Plans and traffic control plans which are also prepared by the Consultant.
- 4.5.3. The Consultant will provide Commerce City with “Area of Disturbance” calculations in acres for: 1.) Total Area of Construction; 2.) Total Area of Disturbance; and 3.) Area of Native Grass Seeding. This information will be used, in cooperation with Commerce City, to complete the SWMP.
  - 4.5.4. The Consultant is to include CDOT’s latest Standard Special Provision regarding “Water Quality Control” (i.e. Revision of Sections 101, 107, and 208) in the specifications.
  - 4.5.5. Consultant will prepare a Tabulation of “Temporary Erosion & Sediment Controls” (temporary BMP’s) based on the approved “Erosion & Sediment Control Plan” sheets and include the quantities in the Bid Schedule.
  - 4.5.6. Include the Commerce City prepared SWMP, and the approved “Erosion & Sediment Control Plan” sheets in the “For Bid” set of plans.

#### **4.6. Advertisement/Bid Plans, Specifications, and Cost Estimate**

- 4.6.1. The plans, project specifications, cost estimates and all other required bidding documents are to be revised and finalized for advertisement and bidding based on the 90% F.O.R. City comments.
- 4.6.2. With City input, and compliant with applicable federal, state, and local law and pertinent contract requirements, prepare the Bid Package. City forms and formats will be used for the Contract Documents.

#### **4.7. Bid Services**

- 4.7.1. Attend the pre-bid meeting and prepare the meeting minutes.
- 4.7.2. Prepare addenda to the bid plans and specifications during the advertisement period.
- 4.7.3. Attend the bid opening and prepare a bid tabulation for the City’s review.

#### **4.8. Construction Administration**

- 4.8.1. Assist the City with responding to Consultant’s requests for information (RFI), City questions, and submittal reviews.
- 4.8.2. Prepare and issue plan revisions to the plans, specifications, and/or contract documents during construction if the City deems changes or modifications are necessary for the successful completion of the project.
- 4.8.3. Plan on attending up to five (5) construction progress meetings during construction.
- 4.8.4. At the end of construction, prepare as-built construction drawings based on the Consultant’s red line markups and submit the City a Professional Engineer Stamped Record Plan Set.

**WHEN:** Consultant shall perform Task 1 through Task 4.6 to the satisfaction of the City and submit final approved construction plans and bidding documents by Friday December 6, 2024. The remainder of the tasks, 4.7 Bid Services and 4.8 Construction Administration, are to be performed throughout the construction of the improvements which is estimated to be complete by Wednesday December 31, 2025

**COST:** Under no circumstances shall the compensation due and owing to the Consultant for performance of the Services described herein exceed \$649,535.00. Matrix Design Group’s proposed Detailed Cost Breakdown and their 2024 Hourly Rates Tables are attached to this Professional Services Agreement, attached herein as Exhibit C and is hereby incorporated into the Agreement by reference.

#### **APPLICABLE STANDARDS, STANDARDS, GUIDELINES:**

- City of Commerce City Engineering Construction Standards and Specifications

- Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction
- Mile High Flood District Criteria Manual

**EXHIBIT B**



7887 East 60<sup>th</sup> Avenue  
Commerce City, Colorado 80022  
Phone (303) 289-3627

**EQUIPMENT DECLARATION**

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

State and Zip: \_\_\_\_\_

**Note:** Construction equipment that was not otherwise subjected to the Commerce City sales or use tax, and which is located within the boundaries of the City of Commerce City for a period of thirty (30) consecutive days or less, will be subjected to the use tax of Commerce City on a prorated basis if the equipment is declared in advance. **If the equipment is not declared in advance or is located within the City for over thirty (30) consecutive days, the amount of tax due will be calculated on 100% of the original purchase price.**

The tax on Declared Equipment will be calculated using the following method: **The original purchase price of the equipment will be multiplied by a fraction, the numerator of which is one (1) and the denominator which is twelve (12); and the result will be multiplied by four and one-half percent (4.5%) to determine the amount of Use Tax payable to the City.** Example: thirty (30) days or less =  $\frac{1}{12}$  x purchase price of the equipment x 4.5%.

In order for a taxpayer to qualify for this exemption, the taxpayer must comply with the procedures described in Section 29-2-109(4) of the Colorado Revised Statutes by completing this form and remitting the tax due to the Finance Department of the City of Commerce City. **If the taxpayer does not file this form the exemption herein provided for will be deemed waived by the taxpayer.**

**A separate declaration form must be used for each individual piece of equipment.**

**Construction Equipment Declared:**

Description of Equipment and/or VIN number: \_\_\_\_\_

Purchase price of above equipment and date purchased: \_\_\_\_\_

Date equipment will enter the City: \_\_\_\_\_

Date equipment will be removed from the City: \_\_\_\_\_

EXHIBIT C

56th Avenue Reconstruction Final Engineering Plans & Reports (Hour & Fee Schedule) 3/20/24			PM	PIC	Transportation			Environmental					Ecological		Surveying			Construction Management		Admin	Subconsultants							
			Vice President	Executive Vice President	Associate	Professional VI	Professional IV	Senior Associate	Professional IV	Professional III	Staff III	Direct Costs	Professional VI	Professional V	Associate Vice President	Professional VI	1-person Crew	Vice President	Associate	Staff IV	OV Consulting	Ground	360 Rail	Nelson Appraisal	Origins			Diversified
			\$235.00	\$255.00	\$190.00	\$140.00	\$120.00	\$200.00	\$120.00	\$120.00	\$85.00	\$21,600.00	\$140.00	\$130.00	\$225.00	\$140.00	\$160.00	\$235.00	\$190.00	\$100.00	Traffic/ Roadway/PO	Geotech	Rails	Acquisition	Analytical	Paleo/ Arch	Driller	Utility Locate
Phases/Tasks																												
Task 1 Project Management																												
Subtask 1.1 Project Management/ Meetings/Coordination			100	8	40	0	0	19	0	0	0	0	16	0	0	35	0	0	24	0	\$13,400	\$3,000	\$22,500	\$0	\$0	\$0	\$0	\$0
Subtask 1.2 PMP & Schedule			16	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Number of Task Hours		262	116	12	40	0	0	19	0	0	0	0	16	0	0	35	0	0	24	0								
Total Task Cost		\$92,320.00	\$27,260.00	\$3,060.00	\$7,600.00	\$0.00	\$0.00	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,240.00	\$0.00	\$0.00	\$4,900.00	\$0.00	\$0.00	\$4,560.00	\$0.00	\$13,400	\$3,000	\$22,500	\$0	\$0	\$0	\$0	\$0
Task 2 Data Collection																												
Subtask 2.1 Engineering Research			4	0	10	0	0	0	0	0	0	0	0	0	16	0	0	0	0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2.2 Boundary Survey, Topographic Survey and Mapping			0	0	0	0	0	0	0	0	0	0	0	0	18	96	80	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2.3 Utility Locates, Utility Coordination, SUE Plans			6	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,900
Subtask 2.4 ROW Plans, Legal Descriptions, Exhibits, and Acquisitions			2	0	2	0	0	0	0	0	0	0	2	0	26	72	0	0	0	0	\$0	\$0	\$0	\$47,250	\$0	\$0	\$0	\$0
Subtask 2.5 Geotechnical Report and Pavement Design			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$56,500	\$0	\$0	\$0	\$0	\$8,200	\$0
Subtask 2.6 Wetland Delineation			0	0	0	0	0	0	0	0	0	0	26	58	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2.7 Habitat Review for Threatened and Endangered Species			0	0	0	0	0	0	0	0	0	0	2	6	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2.8 Environmental Clearance Letter			16	0	0	0	0	0	0	0	0	0	32	24	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$14,500	\$0	\$0
Subtask 2.9 Remedial Investigation and Feasibility Study			0	0	0	0	0	38	120	12	4	1	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$7,500	\$0
Total Number of Task Hours		693	28	0	32	0	0	38	120	12	4	1	62	88	44	184	80	0	0	0								
Total Task Cost		\$268,970.00	\$6,580.00	\$0.00	\$6,080.00	\$0.00	\$0.00	\$7,600.00	\$14,400.00	\$1,440.00	\$340.00	\$21,600.00	\$8,680.00	\$11,440.00	\$9,900.00	\$25,760.00	\$12,800.00	\$0.00	\$0.00	\$0.00	\$1,000	\$56,500	\$0	\$47,250	\$2,500	\$14,500	\$15,700	\$4,900
Task 3 Communication Strategy																												
Subtask 3.1 Announcements			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3.2 Open Houses/Meetings			9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$6,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Number of Task Hours		9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Total Task Cost		\$12,315.00	\$2,115.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 4 Construction Documents and Reports																												
Subtask 4.1 60% Plans and Estimate			10	0	193	97	108	0	0	0	0	0	0	0	2	4	0	0	4	0	\$23,000	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0
Subtask 4.2 Materials Management Plan (MMP)			0	0	0	0	0	0	14	28	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 4.3 90% Plans and Estimate			26	0	153	89	66	0	0	0	0	0	0	0	2	4	0	0	0	0	\$19,000	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0
Subtask 4.4 Construction Stormwater Discharge Permits			2	0	20	24	8	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 4.5 Bid Plans/Specs/Cost Estimate			30	0	79	42	39	0	0	0	0	0	0	0	1	2	0	0	32	0	\$8,000	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0
Subtask 4.6 Bid Services			9	0	13	8	16	0	0	0	0	0	0	0	0	0	0	2	23	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 4.7 Construction Admin			18	0	58	40	24	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Number of Task Hours		1,290	95	0	516	300	261	0	14	28	0	0	0	0	5	10	0	2	59	0								
Total Task Cost		\$275,930.00	\$22,325.00	\$0.00	\$98,040.00	\$42,000.00	\$31,320.00	\$0.00	\$1,680.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,125.00	\$1,400.00	\$0.00	\$470.00	\$11,210.00	\$0.00	\$50,000	\$0	\$13,000	\$0	\$0	\$0	\$0	\$0
Project Total Hours		2,254	248	12	588	300	261	57	134	40	4	1	78	88	49	229	80	2	83	0								
Project Total Cost		\$649,535.00	\$58,280.00	\$3,060.00	\$111,720.00	\$42,000.00	\$31,320.00	\$11,400.00	\$16,080.00	\$4,800.00	\$340.00	\$21,600.00	\$10,920.00	\$11,440.00	\$11,025.00	\$32,060.00	\$12,800.00	\$470.00	\$15,770.00	\$0.00	\$74,600	\$59,500	\$35,500	\$47,250	\$2,500	\$14,500	\$15,700	\$4,900



***2024 STANDARD HOURLY RATES***

<b>JOB TITLE</b>	<b>HOURLY RATE</b>
Principal	\$275.00
Executive Vice President	\$255.00
Senior Vice President	\$245.00
Vice President	\$235.00
Associate Vice President	\$225.00
Executive Associate	\$210.00
Senior Associate	\$200.00
Associate	\$190.00
Professional X	\$180.00
Professional IX	\$170.00
Professional VIII	\$160.00
Professional VII	\$150.00
Professional VI	\$140.00
Professional V	\$130.00
Professional IV	\$120.00
Professional III	\$110.00
Professional II	\$100.00
Professional I	\$90.00
Staff VII	\$150.00
Staff VI	\$140.00
Staff V	\$120.00
Staff IV	\$100.00
Staff III	\$85.00
Staff II	\$75.00
Staff I	\$65.00
1-Person Survey Crew	\$160.00
2-Person Survey Crew	\$205.00
3-Person Survey Crew	\$250.00

If applicable, mileage will be charged at the Federal government allowable rate.  
All other direct expenses attributable to the Project will be charged to Client at cost plus 10%.  
Standard Hourly Rates are subject to adjustment annually.