

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into effective this ____ day of _____, 2024 (“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 MARTIN/MARTIN, INC., a Colorado corporation whose principal business address is 12499 West Colfax Avenue Lakewood, CO 80215 (“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 provide preliminary and final engineering design services for Chambers Road Widening Project from E. 105th Avenue to E. 116th Avenue 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 a written amendment to this Agreement, properly executed by both parties. 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, provided however, Consultant's background intellectual property such as standard details and specifications existing prior to this Agreement included with the Services and Deliverables (Consultant Pre-existing Material) shall not vest in City. The Consultant grants to City a non-exclusive, non-transferable, irrevocable, worldwide, royalty free right and license under such Consultant Pre-existing Material (defined in the previous sentence) to the extent necessary to utilize Consultant Pre-Existing Material in the Services and Deliverables for this project. 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," or is Consultant Pre-existing Material, 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 except that any modifications to the Services or Deliverables or reuse of the same outside of the Chambers Road Widening Project from E. 105th Avenue to E. 116th shall be at the sole risk of City with no liability to 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, 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 any and all 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, which can be found on the City's website.

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. Subcontractors. Consultant will not engage subcontractors 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 subcontractor will be responsible for obtaining all required licenses and permits necessary for the performance of the Services, including a City Contractor's license, if required. After the project is awarded, the Consultant can apply for any required permit via the City's customer portal, eTRAKiT. Consultant will pay any and all license and permit fees necessary for the performance of the Services. 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 in the agreed upon timelines and according to the terms and conditions of this Agreement. Project will have a milestone of two hundred eighty **(280) days from the issuance of Notice to Proceed;** at which point Consultant will have fully completed the construction drawings, specifications, and provided an engineer's estimate of probable construction costs, in a form that can be utilized for an advertisement for bid. This milestone will be subject to acceptance by the City, and the time for completion may be extended due to delays not caused by Consultant, its subconsultants or those beyond its reasonable control. The Consultant, on an on-call and regular visit basis, will perform construction observation services during the project's construction period. The roadway construction design support services for this project are anticipated to be fully completed by the end of the year 2027. 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 C, a sum total of which shall not exceed one million eight hundred and fifty thousand dollars and no cents (**\$1,850,000.00**). 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 (ii) 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 subcontractors or suppliers if it does not intend to pay the subcontractors 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 character of equipment and facilities needed before beginning and for the Services, the general and local conditions, which can affect the performance of the Services. Consultant specifically waives any claim for additional compensation for changed conditions arising out of any one or more of the following, unless such changed condition materially changes the Services or 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 that could have been reasonably foreseen; (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 earlier of December 31, 2027 or 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 the 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, as may be determined in the City's sole discretion.

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, as may be determined in the City's sole discretion;
- 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 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;
- j) 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 Agreement, 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, as may be determined in the City's sole discretion, 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 subcontractors, 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.

Consultant will be liable and responsible for any and all damages to persons or property caused by arising out of the negligent or willful actions or omissions in the performance of the Services by Consultant, its employees, agents, or other persons acting under Consultant's direction and control. Consultant will indemnify and hold harmless the City, as well as its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools ("Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, 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 and control. For professional liability claims, Consultant shall only be required to indemnify or hold harmless an Indemnified Party from damages proportional to the negligence or fault of Consultant and/or its subconsultants as determined by final adjudication, by alternative dispute resolution, or by mutual agreement of the Parties. 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 Contractor 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 Contractor 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)(1-3), 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, subcontractors 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. 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 subcontractor 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.

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:

Mark Wallis / Project Manager

If to Consultant:

John Eddy, PE / Project Manager

Public Works
City of Commerce City
8602 Rosemary Street
Commerce City, CO 80022

Martin/Martin, Inc.
12499 West Colfax Avenue
Lakewood, CO 80215

Cc: City Attorney's Office
7887 E. 60th Ave.
Commerce City, CO 80022

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 law 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. Public Health Emergencies. While on City property, Consultant and any employees and subcontractors will comply with all public health orders and laws related to any 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. 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.

G. Accessibility. Consultant will comply with the Services provided under this Agreement and will be in compliance with all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* ("Accessibility Standards"), as established by the State of Colorado Office of Information and Technology ("OIT") pursuant to § 24-85-103(2.5) C.R.S. Consultant will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines ("WCAG"), incorporated in the State of Colorado technology standards.

1. The City may require the Consultant's compliance to the State of Colorado's Accessibility Standards to be determined by a third-party selected by the City to attest to the Consultant's Services complying with §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards established by OIT.

2. Consultant will indemnify and hold harmless the City, its elected officials, officers, employees, and agents (“Indemnified Parties”) against all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including reasonable attorney’s fees and related costs) incurred by any of the Indemnified Parties in relation to Consultant’s failure to comply with §§ 24-85-101, *et seq.* C.R.S. or the Accessibility Standards established by OIT.

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 is of the Essence. Consultant acknowledges that time is of the essence in the performance of this Agreement. 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).]

EXHIBIT A

Scope of Services

CONSULTANT: Martin/Martin, Inc.

LOCATION(S) OF SERVICES: Chambers Road Widening – E. 105th Ave. to E. 116th Ave.

GENERAL DESCRIPTION OF SERVICES: Consultant will perform design services to assist the City in achieving public roadway, median, drainage, landscaping, trail and any signal improvements on Chambers Road from E. 105th Avenue to E. 116th Avenue.

Chambers Road was identified within the City of Commerce City's Transportation Plan (2010) as a recommended widening in order to provide capacity improvements. Chambers Road is classified as a minor arterial throughout the study area. This project will be from the east entrance of the Reunion Marketplace (E. 105th Avenue) to E. 116th Avenue. The eastern flowline of Chambers Road was previously constructed from E. 112th Avenue to the north end of the project and is anticipated to remain. The curb returns on the east side of Chambers Road at E. 112th Avenue and Chambers Road have also been built and are expected to remain in their current location. On the west side of Chambers Road, this project will tie to the existing curb return at the Reunion Marketplace entrance (E. 105th Avenue) and to the existing curb, gutter and sidewalk on the west side of Chambers Road, approximately 150 feet north of the E. 116th Avenue intersection. A bridge over Second Creek and a pedestrian access across Chambers Road at the Golf Course are to be included in the design. A raised median is also proposed to achieve the City's standard cross-section for a Minor Arterial. Drainage, landscaping, lighting and public improvements are also anticipated. The roadway project is anticipated to begin construction in Summer of 2026.

The purpose of this agreement is to complete the design of Chambers Road and develop construction plans. The typical roadway cross-section for Chambers Road will be planned for four (4) through lanes (two in each direction) with a median, necessary turn lanes with curb, gutter and sidewalks along the corridor. A detached sidewalk will be installed on the west side of the roadway. Right-of-way acquisition will be required to achieve the City's standard cross-section. This project will be designed and constructed with City of Commerce City CIP and Congressional Directed Spending (CDS) funding. The design phase will be entirely financed through Commerce City's CIP funding, whereas the construction phase will be predominantly funded by grants. The design shall meet all necessary federal funding requirements.

Reunion Metro District (RMD) has undertaken preliminary design of Chambers Road from the Reunion Marketplace entrance (E. 105th Avenue) to E. 116th Avenue. The City will not acquire the design product from RMD.

GENERAL PROJECT REQUIREMENTS:

Consultant will prepare and deliver the following:

1. Collect data from the proposed street widening area (Chambers Road from E. 105th Avenue to E. 116th Avenue) to include design information, environmental information and property ownership information. The data shall extend a sufficient distance on either side of the intersections to design and construct tie-ins to the existing roadway.
2. Provide preliminary design of roadway improvements, including utility coordination, drainage improvements, as well as street, sidewalk and trail design.
3. Review the geology of the Project area with respect to geologic hazards, swelling soils, past roadway failures, areas of high maintenance, and any areas of special subgrade treatments.

Discuss any special geologic conditions that would impact the pavement design such as: dipping bedrock, presence of bentonite bedding and water table.

4. Provide final design for roadway improvements, utility relocations, and drainage improvements, addition of sidewalks and urban trail, and landscape additions.
5. Identify properties where right-of-way acquisition or construction easements are required.
6. Complete the acquisition of all right-of-way and temporary easements necessary to construct the Project. This task includes but is not limited to conducting appraisals, preparing offer letters, conducting negotiations in good faith, preparing final legal descriptions and exhibits, coordinating City Council approvals, coordinating and attending real estate closings, and coordinating with the City's legal counsel.
7. Attend and coordinate meetings with the public, City officials, affected landowners, governmental entities, and utility companies.

Commerce City will furnish a mailing list of citizens to receive public meeting notices as well as available accident data at no cost to the consultant. All work shall be completed in accordance with applicable City standards and applicable within the agreed upon timeline. Completion of the work includes but is not limited to, preparing and maintaining a detailed project timeline, administering meetings with affected parties to include recording all meeting minutes, coordinating stakeholder meetings and public outreach, performing technical analysis, preparing and refining documentation, completion of key deliverables, document preparation, and coordination with the City's Community Relations Division to communicate public outreach opportunities via city resources.

ASSUMPTIONS, UNDERSTANDING AND CLARIFICATIONS TO SCOPE OF SERVICES

1. Assuming the project will permanently impact less than 0.5 acre of WOTUS and that the project will be covered under a Nationwide Permit, an individual permit is not expected nor included in this scope of work. USACE requires compensatory mitigation for more than 0.1 acre of permanent impacts to wetlands and more than 0.03 acre of permanent impacts to stream bed. Wetland or streambed mitigation planning is not anticipated nor included in this scope but can be added for an additional fee if required.
2. Consultant will not provide any construction permits.
3. Species-specific surveys, meetings with the US Fish and Wildlife Service (USFWS), and/or mitigation plans for federally listed species are not included in this scope of work.
4. No cultural resources are anticipated within the project APE that will require documentation.
5. Because most of the roadway profile will be likely preserved, the utility focus will not extend the below-ground structures unless impacted by widening of the roadway through acquired ROW.
6. It is anticipated that a multi-span bridge will be required to achieve the hydraulic requirements. Additionally, the proposed profile grade will be significantly raised from the existing roadway profile. Minimizing the structure depth of the bridge will be a key consideration to reduce project costs and disturbances. With an increase in the profile grade, a future pedestrian underpass can be considered within the bridge layout and design. Specific features for the underpass at the channel level will be incorporated as part of the future trail network.
7. Consultant anticipates the need for investigative borings at each proposed substructure location for the bridge and a minimum of two borings at the proposed culvert location.

8. It may be possible to construct the roadway and bridge improvements outside of the FEMA Conditional Letter of Map Revision (CLOMR) process. Consultant's approach would be to document a no adverse impact condition through the City's floodplain permit process.

KEY DELIVERABLES AND TASKS:

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

1. Collection of Data from Within Project's Limits of Construction [Data Collection]

The Data Collection and associated deliverables must include the following items, at a minimum:

- Draft and Final Geotechnical Reports (Tasks 1.9 & 3.10)
- Environmental Site Assessment Report (Task 1.7)
- Environmental Clearance Letter (Task 1.8)
- Minutes of Onsite Kick-off Meeting (Task 1.1.1)
- Project Schedule (Task 1.1.5)
- Ownership Map (Task 1.6, 3.2, & 3.6.6)
- Bound Photo Log of existing roadways (Task 1.1.2)
- Mounted digital color aerial photograph of Project (Task 1.3.4)
- Survey Notes for HARN Network Coordinate Tie Loop (Task 2.2) following Colorado Subsurface Utility Law (SB18-167).
- Field Survey Notes (Task 1.2)

2. Provide Preliminary Design of Roadway Improvements [Preliminary Design]

The Preliminary Design and associated deliverables must include the following items, at a minimum:

- FIR Preliminary Roadway Plans (11"x17") (Task 2.1)
- FIR Preliminary Landscaping Plans (11"x17") (Task 2.1)
- FIR Preliminary Bridge Plans (11"x17") (Task 2.1)
- Phase II Drainage Report (Task 2.4.11)
- Memorandum of Design – Roadway (including design criteria) (Task 2.1.1)
- FIR-level Opinion of Probable Construction Cost (Task 2.1.5)
- Memorandum of Design – Utilities (Task 2.2.5)
- Appendix to Memorandum of Design – Roadway (Task 2.7.7)
- Minutes of Meetings and Phone Conversations (Task 2.7)
- Public Meeting Announcement (Task 2.8.5)
- Pdf files of Public Meeting Exhibits (Task 2.8.7)
- Public Meeting Report (Task 2.8.9)

3. Review Geology in Project's Area [Geotechnical Analysis]

The Geotechnical Analysis and associated deliverables must include the following items, at a minimum:

- Meet with City at Project’s Location to Review Geology for the Area (Task 1.9.1)
- Locate all Utilities Using Available Maps and Utility Location Services (Task 1.9.2)
- Drill Test Holes at 250-Foot Intervals to Obtain Soil Profile & Pavement Thicknesses (Task 1.9.3)
- Perform Laboratory Tests on Soil Samples (Task 1.9.4)
 - Maximum Density at Optimum Moisture Content
 - R-Value
 - Natural Density and Moisture Content
 - Atterberg Limits
 - Gradation Analysis
 - Swell/Consolidation Tests (expansive properties of soils)
 - Water Soluble Sulfates
 - Unconfined Compressive Strength
- Review Test Results and Make Recommendations for Pavement Thickness, Use of Flexible Pavements, and Special Subgrade Treatments (Task 1.9.5)
 - Economic Analysis of Various Asphalt Pavement Sections to Determine the Best Design (Task 1.9.5.1)
 - Concrete Pavement Design Alternatives Shall Not Be Included in the Economic Analysis
 - Geology Map of Project Limits to Illustrate Soil Differences Throughout Project (Task 1.9.5.2)
- Prepare Soil Log Sheets (Task 1.9.6)
- Prepare and Submit a Bound Draft Geotechnical Report for City Review (Task 1.9.7)
- Meet with City to Discuss Geotechnical Draft Report and Select Appropriate Pavement Type(s), Sections, and Subgrade Treatment Alternatives for the Project (Task 1.9.8)
- Make any Revisions to Draft Report as is Necessary from Meeting with City and Submit a Final Draft Report (Task 1.9.9)
- Submission of a Final Geotechnical Report for Consultants Use with Final Design (Task 3.10)

4. Provide Final Design for Roadway Improvements [Final Design]

The Final Design and associated deliverables must include the following items, at a minimum:

- FOR Roadway Plans (11” x 17” plans) and Technical Specifications (Task 3.1)
 - Title Sheet and Notes
 - Typical Sections
 - Horizontal Control Plans
 - Roadway Plan & Profiles
 - Intersection Details
 - Signing and Striping Plans

- Traffic Signal Plans
 - Roadway Lighting Plans
 - Roadway Details
 - Bridge Construction Plans
 - Storm Drainage Plans & Profiles
 - Storm Drainage Details
- FOR Landscaping Plans (11” x 17” plans) and Technical Specifications (Task 3.9)
 - Phase III Drainage Report (Task 3.4.5)
 - Right-of-Way Descriptions and Exhibits (Task 3.6.1)
 - Right-of-Way Tabulation of Properties (Task 3.6.5)
 - Right-of-Way “Clearance Letter” (Task 3.6.7)
 - FOR-level Opinion of Probable Construction Cost (Task 3.1.7)
 - Stormwater Construction Dewatering Discharge Permit Application (Task 3.8.7)
 - Utility Clearance Letters (Task 3.2.4)
 - FOR Plans (11” x 17” plans) and Technical Specifications (Task 3.1)
 - Final Bridge Plans (11”x17” plans) and Technical Specifications (3.12.1)
 - FIR Preliminary Roadway Plans (11” x 17”) (Task 3.1.1)
 - Electronic Version (Excel) of Right-of-Way Tabulation of Properties (Task 3.6.5)
 - Minutes of Meetings and Phone Conversations (Task 3.7.6)
 - Original 11” x 17” Final Plans and Technical Specifications (with Post-FOR revisions) (Task 3.7.7)
 - Plans and Technical Specifications with P.E. Stamp (Record Set) (Task 3.7.8)
 - Right-of-Way Information Binders (Task 3.6.1)
5. **Determine Necessary Right-of-Way or Easements Needed for the Project [ROW/Easements Groundwork]**

The ROW/Easements Groundwork and associated deliverables must include the following items, at a minimum:

- Right-of-Way Research and Ownership Map (Task 1.6)
 - Prepare Ownership Map for Public Open House Meeting (Task 2.6)
 - Right-of-Way Plans, Legal Descriptions, and Exhibits (Task 3.6)
6. **Complete the Acquisition of All Right-of-Way and Easements Required to Construct the Project [ROW/Easements Acquired for the Project]**

The ROW/Easements Acquired for the Project and associated deliverables must include the following items, at a minimum:

- Complete the Acquisition of all ROW and Easements Needed for Construction (Task 1.6.5)

- Right-of-Way Plans, Legal Descriptions, and Exhibits (Task 3.6)
- 7. **Coordination and Attendance of Meetings Involving the Public, City Officials, Affected Landowners, Governmental Entities, and Utility Companies [Coordination/Attendance of Meetings in Regards to Affected Parties]**

The Coordination/Attendance of Meetings in Regards to Affected Parties and associated deliverables must include the following items, at a minimum:

- Onsite Kick-off Inspection Meeting (Task 1.1.1)
- Meet with Utility Companies that Could Be Affected Prior to FIR Meeting (Task 2.2.3)
- Attend Regular Progress Meetings as Appropriate During Preliminary Design Phase (Task 2.7.1)
 - At Least 3 Meetings with Up to 3 Consultant Staff Members are Included in the Scope of Work During This Phase.
- Field Inspection Review (FIR) Meeting (Task 2.7.4)
- Organize and Attend Three (3) Public Open House Meetings (Task 2.8 & 2.8.11)
- Preliminary Design Public Coordination Meeting(s) (Task 2.8.10)
 - Up to Two (2) Meetings with Individual Property Owners or Other Interested Citizens
- Landscaping Review Meeting (Task 2.9.8)
- Utility Coordination Meeting (Task 3.2.1)
- Attend Regular Progress Meetings as Appropriate During Final Design Phase (Task 3.7.1)
 - At Least 3 Meetings with Up to 3 Consultant Staff Members are Included in the Scope of Work During This Phase.
- Arrange and Attend Final Office Review (FOR) Meeting with City Staff and Any Other Affected Parties (Task 3.7.4)
- Meet with Commerce City Stormwater Staff for Approach to ESC Plans (Task 3.8.1)

ALL TASKS AND DESCRIPTIONS THAT ARE EXPECTED TO BE COMPLETED BY CONSULTANT FOR THIS PROJECT:

TASK 1 – DATA COLLECTION

1.1. Initial Tasks, Engineering Research and Project Management:

- 1.1.1. Conduct a Project Onsite Kick-off Inspection Meeting to walk the length of the Project. This inspection will be attended by members of the consultant’s design team and Commerce City staff. Prepare minutes of this inspection meeting.
- 1.1.2. Using digital photography, conduct a field inventory and generate a Photo Log of the existing roadways with labels describing what direction and subject, including the date of the photography.
- 1.1.3. Formulate format for plan sheets to be reviewed by Commerce City staff.
- 1.1.4. At the kick off meeting, or shortly thereafter, create and provide a Project Management Plan which outlines an approach for managing the Project (i.e. involved staff, key team positions), including task orders, a schedule, document and agency reviews and other Project needs.

1.1.5. 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 approval by the City.

1.1.6. Coordinate work activities with other consultants or City staff.

1.2 **Design Surveys and Mapping:**

1.2.1 Aerial mapping will be required for the Project (One-foot contour intervals). Complete supplemental field surveys to obtain the detail required to design approach roadways, driveways and pavement widening. Surveys shall be conducted in accordance with the CDOT Survey Manual.

1.3 **Right of Entry:**

1.3.1 Prepare right of entry request letters to the property owners immediately adjacent to the corridor that we require access from 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 a particular address, Consultant will attempt to contact the residence or business to request access to the property for the purpose of surveying through other means.

1.3.2 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. The section line will be the Project survey line for Chambers Road. Establish horizontal control lines for intersecting streets. Establish ties to two or more section corners. Final CAD drawings and spreadsheets must include point numbers, state plane coordinates and elevations, bearings & distances between aliquot corners, street names, geodetic coordinates, ground-based coordinates, scale factors and convergence angles, etc. Prepare and submit Dwg files for all survey and design drawings. Include a copy of all Monument records used in survey.

1.3.3 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.

1.3.4 Provide a mounted, digital color aerial photograph at a scale of 1"=200' with labels for street names and other significant features.

1.4 **Topographic Survey:**

1.4.1 This scope anticipates utilizing drone technology to perform a new aerial topographic survey, and supplementing this data with additional field information. Cross sections will be obtained at approximate 50' intervals delineating elevations at each edge of pavement, centerline, edge of shoulder, centerline of borrow ditch and top of borrow ditch on each side of the roadway as applicable. Additional spot elevations will be attained on all driveway access points and all other tie-in points. This data will be merged with the existing aerial map.

Include the existing visible features as follows:

1.4.1.1 Any existing private improvements that lie within the City's existing right-of-way.

- 1.4.1.2 Manhole and storm sewer inlet invert, rim elevations, sizes, and direction of pipes in manhole. Note sizes of manholes. Determine pipe sizes 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. Traffic control, if required to obtain utility information, will be provided by the Consultant.
- 1.4.1.3 Culvert sizes, materials and invert elevations.
- 1.4.1.4 Irrigation ditches.
- 1.4.1.5 Signs, including sizes and types.
- 1.4.1.6 Earthen berms, including top and toe of slopes.
- 1.4.1.7 Edges of pavement, flowline, lip of curb pan, and roadway crown.
- 1.4.1.8 Curbs, gutters, sidewalks and survey topography at intersections, providing curb return elevations, radius returns, centerline profiles and signal equipment information (where applicable).
- 1.4.1.9 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, provide traffic control for this task, as necessary.
- 1.4.1.10 Horizontal and vertical locations will be completed in accordance with the NAD83 2011.
- 1.4.1.11 Survey geotechnical test-hole locations (15 anticipated) and show them on the Project plans.
- 1.4.1.12 Review survey data and incorporate supplemental data into computer database.
- 1.4.1.13 Merge the aerial and supplemental field survey into a single, coordinated base map for design use.

1.5 **Traffic Analysis:**

- 1.5.1 Analyze existing and future traffic operations using micro-simulation software to evaluate the operations of the roadway and report the opening day and future levels of service, lane volumes, and turning movements at all intersections, and delay.
- 1.5.2 Review crash data (to be provided by the City) to determine safety improvements which will be incorporated into the Project.
- 1.5.3 Provide a Traffic Study summarizing the data and recommendations.

1.6 **Right-of-Way Research and Ownership Map:**

Right-of-way (ROW) acquisition, and easements or temporary construction easement acquisition(s) will be required along the western side of Chambers Road. Work shall include

ROW negotiation and acquisition, preparation of ROW plans and legal descriptions, and preparation of environmental documentation and reports.

- 1.6.1 Establish the location of the Chambers Road right-of-way from record information, so that the need for acquisition of property can be accurately determined.
- 1.6.2 Prepare and submit an ownership map reflecting the right-of-way limits based on record information, without purchasing title commitments. Show current recorded names of owners, their addresses, and their Property Identification Number (PIN) per the County Assessor.
- 1.6.3 Prepare a right-of-way tabulation of properties detailing parcel number, owner's name, address & phone number, location, area of parcel, date of most recent legal description, and purpose of acquisition (ROW, or type of easement).
- 1.6.4 Complete appraisals of each property for acquisition of area necessary for construction of widened Chambers Road, bike lanes and/or sidewalks.
- 1.6.5 Complete the acquisition of all right-of-way and temporary easements necessary to construct the Project. This task includes but is not limited to conducting appraisals, preparing offer letters, conducting negotiations in good faith, preparing final legal descriptions and exhibits, coordinating City Council approvals, coordinate and attending real estate closings, and coordinating with the City's legal counsel.

1.7 Environmental Site Assessment:

- 1.7.1 As part of the Project Services, Consultant will perform an environmental analysis to complete a study that will identify potential environmental impacts and mitigation for those impacts, including a wetlands investigation; any recommended alternative; and any other data or information necessary to demonstrate satisfaction of the goals of the Project. Consultant will complete its Final Environmental Assessment, including the decision document and all underlying analysis, within approximately 9 months from the issuance of the Notice to Proceed.

1.8 Environmental Clearance Letter:

- 1.8.1 Consultant will prepare an "Environmental Clearance Letter." The Letter will outline the results of the wetlands investigation, provide an opinion of the likelihood of the existence of rare or endangered species in the Project area, and provide the recommendations of the various federal and state agencies responsible for environmental regulation regarding current design requirements and any anticipated future requirements of the Project. The Letter will also set forth environmental performance requirements that Consultant must follow during construction in order to avoid construction delays.
- 1.8.2 Transit Infrastructure Projects must meet Federal nexus requirements as laid out in chapter 53 of title 49 of the United States Code.

1.9 Geotechnical Design:

- 1.9.1 Meet with the City in the field to review the geology of the Project area with respect to geologic hazards, swelling soils, past roadway failures, areas of high maintenance, and any areas of special subgrade treatments. Discuss any special geologic conditions that would impact the pavement design or underground utility construction (very loose sand, organic matter, high water table, etc.).

- 1.9.2** Using available maps and utility location services, Consultant will locate utilities prior to drilling test holes. Consultant will lay out proposed locations for test holes following CDOT 2020 M-E Pavement Design Manual.
- 1.9.3** Consultant will drill test holes to a depth of 5 to 10 feet or more, depending on final grades. Test holes will 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 sub-grade material thickness. Drill primarily in areas where it is anticipated that existing pavement may be salvaged.
- At each of these test holes:*
- 1.9.3.1** Measure groundwater depths.
- 1.9.3.2** Collect representative soil samples.
- 1.9.4** Perform laboratory tests on representative samples:
- Maximum Density at Optimum Moisture Content
 - R-Value
 - Natural Density and Moisture Content
 - Atterberg Limits
 - Gradation Analysis
 - Swell/Consolidation Tests (expansive properties of soils)
 - Water Soluble Sulfates
 - Unconfined Compressive Strength
- 1.9.5** 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.
- 1.9.5.1** 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.
- 1.9.5.2** Prepare a Geology Map of the Project limits to illustrate the changes in geology and soil types on the Project.
- 1.9.6** Prepare soil log sheets to illustrate the changes in geology and soil types in the Project corridor.
- 1.9.7** Prepare and submit a bound Draft Geotechnical Report to the City for review.
- 1.9.8** 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.
- 1.9.9** Make revisions and submit final report to City upon concurrence of the findings of the draft report.

TASK 2 - PRELIMINARY DESIGN

2.1 Preliminary Roadway Plans – Field Inspection Review (FIR Plans):

2.1.1 Prepare a “Memorandum of Design – Roadway” outlining the roadway design criteria recommended by the consultant for the Project.

2.1.2 Prepare preliminary plans to include the following items:

- Title Sheet
- Standard Plans List
- Typical Sections
- General Notes
- Survey Control Diagram and Notes
- Ownership Tabulation Sheet
- Ownership Map
- Plan sheets 1"=20' Horizontal (full-size scale), including line drawing of existing topography (man-made features only), survey alignment, 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, existing bus stop locations, proposed bus stop benches for attached and detached sidewalks, and existing property owners' names and addresses, Assessor Property Identification Numbers (PIN) numbers, and Project parcel numbers.
- Profile sheets 1"=10' Vertical (full-size scale), are to be on separate sheets from the plan sheets and are to be grouped together following the plan sheets, are to include soil boring profiles and underground utilities.
- Side street profiles
- Roadway plans and profiles
- Preliminary driveway profiles
- Cross-sections of the existing ground and proposed roadway template (at 100-foot intervals).
- Storm sewer plans and any special drainage plan sheets
- Construction phasing typical sections and plans (schematic)

2.1.3 Preliminary striping will be shown on the preliminary roadway plan sheets. Signing plans will not be developed until final design.

2.1.4 Consult with Commerce City on the appropriate length of deceleration/storage/taper lengths for right-turn lanes. Appropriate deceleration lengths are 135 feet and taper lengths are 180 feet for Minor Arterial Deceleration Lanes per City of Commerce City's Department of Public Works Engineering Construction Standards and Specifications.

2.1.5 Prepare an FIR-level Opinion of Probable Construction Cost. If intergovernmental agreements (IGAs) or utility agreements cost sharing is anticipated for various Project elements, pay items and costs for these items will be broken out in the Project opinion of probable construction cost.

2.1.6 Show limits of driveway reconstruction to adjacent properties on roadway plans.

2.1.7 Design vertical profiles for each driveway.

2.2 **Preliminary Utility Coordination:**

2.2.1 Send copies of preliminary plans 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.

2.2.2 Identify utility conflicts and potential relocations. Determine locations where utility potholes should be dug to confirm whether conflicts exist or not. Prepare additional

services request for utility potholing services once the required number and locations of potholes are known. Utility potholing is not included in the Base Scope of Services. The goal shall be to perform the additional services for utility potholing shortly after the FIR meeting.

- 2.2.3 Before the FIR meeting, meet with the affected utility companies that will be significantly impacted by the Project, including but not limited to, South Adams County Water and Sanitation District and United Power regarding the Project's impacts to their utilities.
- 2.2.4 At the start of the FIR meeting, a utility coordination session will be held with utility company representatives to review conflicts, determine how the conflicts should be resolved, and determine who is financially responsible for work required to resolve the conflict.
- 2.2.5 A "Memorandum of Design – Utilities" will be prepared to include a list of locations where conflicts exist between utilities and proposed roadway construction and where utility facilities will need to be relocated.

2.3 Preliminary Construction Phasing Plans:

- 2.3.1 Review design plans to determine a logical approach for staged construction.
- 2.3.2 Prepare a schematic construction phasing plan to illustrate possible construction phasing for the Consultant. The plan will include an outline of salient construction tasks to be completed in each phase.
- 2.3.3 Prepare typical section (schematic) showing detours and work areas within the Project right-of-way for various construction phases.
- 2.3.4 Prepare preliminary construction cost estimate for construction traffic control items for inclusion in the FIR-level construction cost estimate for the Project.

2.4 Preliminary Drainage Plans:

- 2.4.1 Review past drainage reports and other available drainage-related information (Master Plans, Flood Plain Studies, etc.).
- 2.4.2 Establish drainage basin boundaries and characteristics for minor cross drainages.
- 2.4.3 Conduct field reconnaissance to verify drainage basin boundaries for cross drainage and storm sewer design.
- 2.4.4 Establish drainage basin boundaries and characteristics for minor cross drainages.
- 2.4.5 Determine design discharges in minor cross drainages according to the Mile High Flood District (formerly known as the Urban Drainage and Flood Control District) Urban Storm Drainage Criteria Manual and the CDOT Design Guide.
- 2.4.6 Inventory irrigation structures and determine necessary irrigation water structure requirements and flow rates.
- 2.4.7 Establish locations of required drainage structures. Check capacity of existing drainage structures. Identify drainage structures to be replaced for capacity or condition issues.
- 2.4.8 Establish a plan for meeting Commerce City's MS-4 requirements for permanent water quality with regard to the proposed roadway improvements.

- 2.4.9 Using the Mile High Flood District (formerly known as the Urban Drainage and Flood Control District) Urban Storm Drainage Criteria Manual and the CDOT Design Guide, analyze flows on pavements and determine storm sewer and inlet requirements along the Project.
- 2.4.10 Using the Mile High Flood District (formerly known as the Urban Drainage and Flood Control District) Urban Storm Drainage Criteria Manual and the CDOT Design Guide, analyze each cross culvert structure and determine opening sizes to accommodate design discharges.
- 2.4.11 Prepare a Phase II Drainage report in accordance with the requirements of the Mile High Flood District (formerly known as the Urban Drainage and Flood Control District) Urban Storm Drainage Criteria Manual.
- 2.4.12 Include drainage items in the preliminary construction cost estimate.

2.5 Signing and Striping Plans:

- 2.5.1 Show preliminary striping on the preliminary roadway plan sheets.
- 2.5.2 Include signing and striping items in the preliminary construction cost estimate.

2.6 Ownership Map:

- 2.6.1 Show the approximate limits of the proposed right-of-way and easements on the preliminary plan sheets, and the Ownership Map.
- 2.6.2 Prepare an exhibit for the public open house meeting that shows the existing property lines, the proposed right-of-way limits, existing topographic features, and proposed curb, gutter and sidewalk.
- 2.6.3 Prepare the final legal descriptions and exhibits (Right-of-Way, permanent and temporary construction easements) for properties required for the Project.

2.7 Project Coordination:

- 2.7.1 Attend regular progress meetings as appropriate. At least three (3) meetings with up to three (3) consultant staff members are included in the scope of work during the preliminary design phase.
- 2.7.2 Prepare and distribute written minutes of meetings required for the Project, including any meetings held with the County, utility companies, and jurisdictional entities.
- 2.7.3 Document time delays, scope of work variations, changes in input from entities and coordinate said documentation.
- 2.7.4 Arrange and attend a Field Inspection Review (FIR) meeting with Commerce City staff and other affected parties, as required by Commerce City.
- 2.7.5 Prepare and distribute minutes of the FIR meeting.
- 2.7.6 Make minor revisions to plans as agreed to by the consultant and Commerce City. In general, FIR comments will be incorporated into the plans during final design. There will not be a post-FIR plan submittal as a part of this Scope of Services.
- 2.7.7 Prepare a list of design recommendations to be incorporated into the final plans and submit as an Appendix to the “Memorandum of Design – Roadway”.

- 2.7.8 Prepare monthly reports to Commerce City outlining work completed to date, value added services, actual completion vs. budget completion vs. scheduled completion and potential additional services requests on the horizon.

2.8 Preliminary Public Coordination:

- 2.8.1 Update computerized mailing list to include names and addresses of property owners.
- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 Prepare an advertisement for the public open house. Submit the advertisement to Commerce City for review and distribution via various digital and print media.
- 2.8.5 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'll post the message on City-owned signs and place the signs along the Chambers Road corridor. City will place the VMS along the 104th Avenue, Chambers Rd and 120th Avenue corridors for a period of five (5) days prior to meeting.
- 2.8.6 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.
- 2.8.7 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.
- 2.8.8 Attend one (1) public open house meeting. At least three members of the consultant's staff will attend the meeting.
- 2.8.9 After the public meeting, prepare a report summarizing the notification process, attendance, intent of the meeting, exhibits / handouts, and public comments.
- 2.8.10 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.
- 2.8.11 The consultant shall attend three (3) public meetings in total. One for the project kickoff which will introduce the project to the public and stakeholders along the corridor which will be planned during the conceptual/preliminary design phase. The second meeting will be planned around 60% design to review plans, ensure everything is accounted for and educate stakeholders. The third meeting will be prior to construction with Consultant to discuss staging, phasing, schedule, communication, and scope of the project.

2.9 Preliminary Landscape and Irrigation Plans:

- 2.9.1 Prepare landscape planting designs for right-of-way, median and multi-use trail areas.
- 2.9.2 Prepare landscape plan base sheets at 1"=20'.

- 2.9.3 Prepare preliminary planting plans at 1"=20' scale and typical sections. Plans will show planting beds and types of plants to be used. No wetland area planting will be included in the project for this segment.
- 2.9.4 Prepare 30% complete irrigation plans to show water tap locations and mains, of sufficient detail to prepare cost estimates.
- 2.9.5 Determine available water pressures through contacts with the water utility and fire hydrant tests in the Project area.
- 2.9.6 Prepare illustrations of proposed roadway with preliminary landscape concepts for use at the public workshop.
- 2.9.7 Prepare preliminary cost estimates for landscape and irrigation features.
- 2.9.8 Attend landscaping review meeting with Commerce City.
- 2.9.9 Preliminary landscaping and irrigation plans will be prepared and included in the Roadway FIR set for review purposes

2.10 Preliminary Bridge Design Plans for Second Creek Bridge:

- 2.10.1 Preliminary bridge construction plans for the Chambers Avenue Bridge over Second Creek shall be completed.

2.11 Public Art Coordination:

- 2.11.1 Coordinate with City and Public Art Consultant to confirm location and requirements for public art installation.

TASK 3 - FINAL DESIGN

Following Commerce City review of the preliminary plans and, at the direction of Commerce City Staff, the following final design work tasks will be completed:

3.1 Final Roadway Plans - Final Office Review (FOR Plans):

- 3.1.1 Revise preliminary roadway plans based on FIR comments.
- 3.1.2 Prepare Summary of Approximate Quantities.
- 3.1.3 Prepare quantity tabulations for individual items. Anticipated tabulations include construction surveying, removals/resets/adjust items, earthwork, guardrail, concrete items, surfacing, fencing, storm sewers and others listed in subsequent sections of the Scope. Prepare detail sheets for various miscellaneous Project components.
- 3.1.4 Prepare Project Special Provisions and Standard Special Provisions (e.g. technical specifications) to augment the most recent adopted Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction.
- 3.1.5 Provide Commerce City Engineering Division via electronic link, a list of FOR deliverables. The list will be a table indicating plan sheet number, plan sheet description, and the AutoCAD file name for each sheet.
- 3.1.6 Prepare FOR-level Opinion of Probable Construction Cost based on the Summary of Approximate Quantities. If the use of IGAs or utility cost sharing agreements is anticipated for various Project elements, costs for these items, including each party's tentative payment obligations, will be broken out in the Project's Opinion of Probable Construction Cost.

3.2 Final Utility Coordination:

- 3.2.1** Once the additional services for utility potholing are performed (soon after the FIR) and the conflict locations are verified per Colorado Subsurface Utility Law (SB18-167) Level B, Consultant will 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 City Consultant forces
 - Confirm the duration or expected completion date of the utility work and the advance notification time requirements.
- 3.2.2** Conduct field reviews with utility owners as required.
- 3.2.3** Revise plans to reflect input from utility owners at the Utility Coordination Meeting and field reviews.
- 3.2.4** Prepare Utility Clearance Letters listing specific utility work elements that the Consultant 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.
- 3.2.5** Submit the letters to the utility companies requesting their signature and return of the letters.
- 3.2.6** Prepare a utility specification listing all utility owners adjacent to the Project and the provisions of the “Utility Clearance Letters”.

3.3 Construction Traffic Control Plans and Quantities:

- 3.3.1** Prepare detailed recommended construction traffic control plans showing suggested construction phasing, work zone locations, temporary striping, construction signing and other construction traffic control devices following guidance from the most recent adopted version of the Manual on Uniform Traffic Control Devices (MUTCD).
- 3.3.2** Prepare recommended traffic control and phasing notes sheet. Include an outline of salient construction tasks to be completed in each phase.
- 3.3.3** Prepare Tabulation of Suggested Traffic Control Devices, and Tabulation of Consultant Traffic Control Pay Items.

3.4 Final Drainage Plans:

- 3.4.1** Revise grading details, and other drainage details based on FIR comments.
- 3.4.2** Prepare storm sewer profiles.
- 3.4.3** Design permanent Best Management Practices to meet Commerce City’s MS-4 requirements for water quality for the proposed roadway improvements.
- 3.4.4** Prepare Erosion Control Plans for construction of the Project. The plans will depict schematically the measures to be used to minimize erosion and sedimentation during construction. The plans will be at a scale of 1"=100'. The Erosion Control Plans shall

accommodate and address the differing requirements for each proposed phase of construction.

- 3.4.5 Prepare a Phase III Drainage report in accordance with the requirements of the Mile High Flood District (formerly known as the Urban Drainage and Flood Control District) Urban Storm Drainage Criteria Manual.

3.5 **Final Signing and Striping Plans:**

- 3.5.1 Prepare signing and striping plans for the Project at 1"=50' scale (1"=100' on 11" x 17" sheets). Plans will show striping layout for permanent roadway striping, existing and proposed sign locations, and proposed sign sizes and codes.

- 3.5.2 Prepare tabulation of signs.

- 3.5.3 Prepare tabulation of pavement markings.

3.6 **Right-of-Way Plans, Legal Descriptions and Exhibits:**

- 3.6.1 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 FIR plans by agents of the City, as modified with comments made at the meeting and will be prepared in compliance with the applicable requirements.

- 3.6.2 Calculate areas of parcels and easements to be acquired, and the area of prescriptive right-of-way to be deducted from the acquisition transaction.

- 3.6.3 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

- 3.6.4 Review ROW descriptions and exhibits.

- 3.6.5 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 will define what parcels need to be acquired to accommodate the construction.

- 3.6.6 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.

- 3.6.7 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.

3.7 Final Design Coordination:

- 3.7.1 Attend regular progress meetings as appropriate. At least three (3) meetings with up to three (3) consultant staff members are included in the scope of work during the final design phase.
- 3.7.2 Prepare and distribute written minutes of meetings required for the Project, including any meetings held with Commerce City, utility companies, and jurisdictional entities.
- 3.7.3 Document time delays, Scope of Services variations, changes in input from entities and coordinate said documentation.
- 3.7.4 Arrange and attend Final Office Review (FOR) meeting with Commerce City staff and other affected parties, as required by Commerce City.
- 3.7.5 Prepare monthly reports to Commerce City outlining work completed to date, value added services, actual completion vs. budget completion vs. scheduled completion and potential additional services requests on the horizon.
- 3.7.6 Prepare and distribute minutes of the FOR meeting.
- 3.7.7 Make minor plan revisions after the FOR as requested by Commerce City. Submit sets of plans (22" x 34"), and technical specifications (8.5" x 11") with FOR comments incorporated ("Post-FOR Plans and Specs") to Commerce City for approval. Revisions to plans will be made for a period of 4 weeks after the Final Office Review Meeting based on Commerce City staff input and minor modifications required due to right-of-way negotiations.
- 3.7.8 Submit one Record Set of Approved Post-FOR Plans (11" x 17") and Specifications with a P.E. Seal to Commerce City.

3.8 Construction Stormwater Discharge and Dewatering Permits:

- 3.8.1 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 that meeting.
- 3.8.2 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 will be prepared by the consultant.
- 3.8.3 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.
- 3.8.4 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.

- 3.8.5 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.
- 3.8.6 Include the Commerce City prepared SWMP, and the approved “Erosion & Sediment Control Plan” sheets in the “For Bid” set of plans.
- 3.8.7 If it is determined that a Dewatering Permit is needed for this Project, Consultant will complete the application form and prepare the supporting documentation for a Dewatering Permit as required by the Colorado Department of Public Health Construction Dewatering Discharge Application. Consultant will pay for the filing fee for this permit, if it is determined that it is needed before construction begins. The Consultant will pay the fee permit if the Consultant determines that it is needed during construction, and Commerce City has not already obtained the Dewatering Permit.
- 3.8.8 The Project Special Provisions prepared by the consultant will include a requirement that the Consultant transfer the Dewatering Permit to the Consultant’s company before construction begins, and that the Consultant amend the permit during construction if the Consultant’s operations are inconsistent with these statements or any other portion of the permit.

3.9 Final Landscape and Irrigation Plans:

- 3.9.1 Revisions and changes to the landscaping plans that may occur after the roadway construction package is advertised are not included in the basic services, and will be completed as additional services under Section 4.5.
- 3.9.2 Selection of specific plant materials and seed mixtures.
- 3.9.3 Preparation of irrigation details and specifications (specifications based on CDOT Standard Specifications for Road and Bridge Construction, latest version should be utilized).
- 3.9.4 Production of final layout plans showing the proposed landscape elements.
- 3.9.5 Production of plant list, plant counts and landscape cost estimates.
- 3.9.6 Production of planting details.
- 3.9.7 Production of irrigation construction plans.
- 3.9.8 Production of tabulation of planting quantities and irrigation quantities.

3.10 Final Geotechnical Report:

- 3.10.1 Submit Final Geotechnical Report to be used by Consultant for pavement types, sections, and subgrade treatment alternatives to be used for the Project.

3.11 Final Bridge Design Plans for Second Creek Bridge:

- 3.11.1 Final bridge construction plans and specifications for the Chambers Avenue Bridge over Second Creek to be completed.

PROJECT DELIVERABLES (TASKS 1-3)

The Engineer shall deliver to the City the designated number of copies of the following documents at appropriate times during the Project, as outlined in this Scope of Services. The Consultant may provide electronic versions of all deliverables as PDF’s.

TASK 1 - DATA COLLECTION:

- Two (2) copies each:
 - Draft and Final Geotechnical Reports (Tasks 1.9 & 3.10)
 - Environmental Site Assessment Report (Task 1.7)
 - Environmental Clearance Letter (Task 1.8)
 - Minutes of Onsite Kick-off Meeting (Task 1.1.1)
 - Project Schedule (Task 1.1.5)
 - Ownership Map (Task 1.6, 3.2, & 3.6.6)
- One (1) copy of each:
 - Bound Photo Log of existing roadways (Task 1.1.2)
 - Mounted digital color aerial photograph of Project (Task 1.3.4)
 - Survey Notes for HARN Network Coordinate Tie Loop (Task 2.2) following Colorado Subsurface Utility Law (SB18-167).
 - Field Survey Notes (Task 1.2)

TASK 2 - PRELIMINARY DESIGN:

- Two (2) copies each:
 - FIR Preliminary Roadway Plans (11"x17") (Task 2.1)
 - FIR Preliminary Landscaping Plans (11"x17") (Task 2.1)
 - FIR Preliminary Bridge Plans (11"x17") (Task 2.1)
- Two (2) copies each:
 - Phase II Drainage Report (Task 2.4.11)
 - Memorandum of Design – Roadway (including design criteria) (Task 2.1.1)
 - FIR-level Opinion of Probable Construction Cost (Task 2.1.5)
 - Memorandum of Design – Utilities (Task 2.2.5)
 - Appendix to Memorandum of Design – Roadway (Task 2.7.7)
- One (1) copy of each:
 - Minutes of Meetings and Phone Conversations (Task 2.7)
 - Public Meeting Announcement (Task 2.8.5)
 - Pdf files of Public Meeting Exhibits (Task 2.8.7)
 - Public Meeting Report (Task 2.8.9)

TASK 3 - FINAL DESIGN:

- Two (2) copies each:
- FOR Roadway Plans (11" x 17" plans) and Technical Specifications (Task 3.1)
- To include:
 - Title Sheet and Notes
 - Typical Sections
 - Horizontal Control Plans
 - Roadway Plan & Profiles
 - Intersection Details
 - Signing and Striping Plans
 - Traffic Signal Plans
 - Roadway Lighting Plans
 - Roadway Details
 - Bridge Construction Plans
 - Storm Drainage Plans & Profiles
 - Storm Drainage Details

- FOR Landscaping Plans (11" x 17" plans) and Technical Specifications (Task 3.9)
- Two (2) copies each:
- Phase III Drainage report (Task 3.4.5)
- Right-of-Way Descriptions and Exhibits (Task 3.6.1)
- Right-of-Way Tabulation of Properties (Task 3.6.5)
- Right-of-Way "Clearance Letter" (Task 3.6.7)
- FOR-level Opinion of Probable Construction Cost (Task 3.1.7)
- Stormwater Construction Dewatering Discharge Permit Application (Task 3.8.7)
- One (1) copy each:
- Public Meeting Announcement (Task 2.8.5)
- Utility Clearance Letters (Task 3.2.4)
- FOR Plans (11" x 17" plans) and Technical Specifications (Task 3.1)
- Final Bridge Plans (11"x17" plans) and Technical Specifications (3.12.1)
- FIR Preliminary Roadway Plans (11" x 17") (Task 3.1.1)
- Electronic version (Excel) of Right-of-Way Tabulation of Properties (Task 3.6.5)
- Public Meeting Announcement (Task 2.8.5)
- Minutes of Meetings and Phone Conversations (Task 3.7.6)
- Original 11" x 17" Final Plans and Technical Specifications (with Post-FOR revisions) (Task 3.7.7)
- Plans and Technical Specifications with P.E. Stamp (Record Set) (Task 3.7.8)
- Right-of-Way Information Binders (Task 3.6.1)

INFORMATION TO BE FURNISHED BY COMMERCE CITY

Commerce City will furnish the following items at no charge to the consultant:

- Mailing list of citizens to receive public meeting notices.
- Available accident data.

TASK 4 - ADDITIONAL SERVICES

Additional Services are tasks which may be required to be completed as a part of the design work, or during construction, but the need and extent of the additional work is unknown at the time the Scope of Services was prepared (prior to initiating the work). The following Scope of Services are "best estimates" or are "in anticipation" of the work that may be required.

None of the Additional Services work tasks will be completed without the written authorization of the City Engineer. At the time the need for the Additional Service is determined, the anticipated Scope of Services written herein will be reviewed for appropriateness. At that time, the consultant will advise Commerce City of the adequacy of the anticipated Scope of Services and whether more or less effort is needed. The adequacy of the established budget will also be reviewed. Every effort will be made to complete authorized Additional Services, including revised work scopes, within the established budgets. Should additional work to that is not anticipated herein be requested or determined necessary, Commerce City may authorize additional budget amounts. Should Commerce City choose not to authorize the additional work and budget amounts, the consultant is not obligated to complete additional work beyond the amount previously authorized and approved. All Additional Services work will be performed on a time and expense basis with costs not to exceed the budget amounts authorized by Commerce City. Hourly billing rates current for the period when the work is performed will be the basis for establishing the consultant's cost.

4.1 Additional Right-Of-Way Services:

- 4.1.1 Prepare additional title commitments and update ownership map as outlined in Task 3.6.3 of this Scope of Services.
- 4.1.2 Prepare additional descriptions and exhibits or revise descriptions and exhibits per landowner input, as outlined in Task 3.6.1 of this Scope of Services. Update right-of-way Tabulation of Properties and right-of-way / easement plan sheets to include these additional descriptions and exhibits.
- 4.1.3 Complete the acquisition of all additional right-of-way and temporary easements necessary to construct the Project. This task includes but is not limited to conducting appraisals, preparing offer letters, conducting negotiations in good faith, preparing final legal descriptions and exhibits, coordinating City Council approvals, coordinate and attending real estate closings, and coordinating with the City's legal counsel.

4.2 Utility Potholing:

- 4.2.1 Upon mutual agreement between the consultant and Commerce City that the location of underground utilities is necessary to determine or resolve conflicts, the consultant shall perform the following services upon written notice from Commerce City.
- 4.2.2 Using non-destructive techniques, locate underground utilities on the Project site.
- 4.2.3 Survey the pothole locations.
- 4.2.4 Document the field locations and include the information in an updated Memorandum of Design - Utilities.
- 4.2.5 Modify design plans where field locations show discrepancies with the utility key maps. Detail on the plans the horizontal and vertical location of each utility potholed.
- 4.2.6 The number of potholes excavated will be dependent on locations, timing, and budget amount.

4.3 Property Owner / Citizen Coordination:

- 4.3.1 From right-of-way research, determine names and addresses of ownerships that will be impacted by the Project construction. Contact the property owners and arrange meetings with them individually to discuss right-of-way and/or access impacts to their property. Document property owner meetings. At the request of Commerce City, develop written responses to letters or other specific comments received from citizens. Send written responses to Commerce City staff for review and forwarding to citizens.

4.4 Plan Changes After Final Office Review (FOR) Comments:

- 4.4.1 After a period of eight weeks past the date of the Final Office Review (FOR) meeting, make changes to the plans bases on comments from Commerce City staff or due to right-of-way negotiations. The amount in the estimate is a 'place holder' to set aside a budget for this activity should the need arise.
- 4.4.2 This item also includes additional work required to make any revisions to the landscape and irrigation plan package prior to advertising the separate package in 2024.

4.5 Plan Reproduction Services:

- 4.5.1 After completion of the final Project **Roadway** Construction Plans, reproduce plans in the following quantities for the City to distribute to stakeholders or bidders:

- One (1) set of plans, 11"x17"
- Five (5) sets of plans, full-size blue lines
- Five (5) sets of roadway cross sections, full-size blue lines
- Ten (10) sets of plans, 11" x 17" photocopies
- Ten (10) sets of roadway cross sections, 11" x 17" photocopies
- Ten (10) sets of Bid Documents and Technical Specifications

4.5.2 After completion of the final Project landscape construction plans reproduce plans in the following quantities for the City to distribute to stakeholders or bidders:

- One (1) set of plans, 11"x17"
- Five (5) sets of plans, full-size blue lines
- Five (5) sets of roadway cross sections, full-size blue lines
- Ten (10) sets of plans, 11" x 17" photocopies
- Ten (10) sets of roadway cross sections, 11" x 17" photocopies
- Ten (10) sets of Bid Documents and Technical Specifications

4.6 Water and Sanitary Sewer Line Relocations:

4.6.1 If, during the course of the design work, it is determined that water and/or sanitary lines must be relocated to accommodate the street improvements, water system and/or sanitary sewer relocation plans will be developed by the consultant upon written authorization from Commerce City. The work items to be completed for design of relocated water and/or sanitary sewer lines are as follows:

4.6.1.1 Prepare a set of plans for review by the South Adams County Water and Sanitation District including the following sheets:

- Title sheet separate from the roadway plans.
- Water and/or sanitary sewer system details and notes.
- Water line and/or sanitary sewer line plan and profile sheets.
- Sequencing of water line and/or sanitary sewer relocation construction.

4.6.1.2 Prepare Project special provisions for the water line and/or sanitary sewer relocations and include the standard specifications of the South Adams County Water and Sanitation District.

4.6.1.3 Prepare construction cost estimates for the preliminary and final design tasks of the water and/or sanitary sewer line design.

4.6.2 All permit and plan review fees will be paid directly by Commerce City and are not included in the Scope of Services.

4.7 Retaining Wall Design:

4.7.1 Upon determination that a retaining wall is required to minimize right-of-way acquisition and accommodate the Project grades, the consultant will provide the following services upon written notice from Commerce City:

4.7.1.1 Conduct a geotechnical investigation to determine the soil characteristics in the retaining wall location.

4.7.1.2 Drill additional exploratory test holes at the location where the retaining wall is to be located and obtain appropriate soil samples.

4.7.1.3 Conduct soils testing on the soil samples to determine the active and passive earth pressures and bearing capacity of the soils in the retaining wall areas.

- 4.7.1.4 Prepare preliminary and final design plans for retaining walls, should it be determined that a retaining wall is required to avoid excessive right-of-way acquisition. It is assumed that the walls will not exceed 6 feet in height or 1000 feet in total length.
- 4.7.1.5 Prepare a plan, profile and structural details of the retaining wall.
- 4.7.1.6 Prepare Project special provisions for the retaining wall elements.

4.8 Miscellaneous Additional Surveys:

- 4.8.1 Perform additional design surveys in areas that may require further definition after preliminary design is completed. The surveys should include any existing manmade improvements and landscaping (such as fences, trees and shrubs) that lie within any proposed additional right-of-way and easement parcels so that the appraiser can ascertain what the impacts are to the affected properties. These surveys might also include additional information for driveway relocations, approach relocations or drainage information required for final design.

4.9 Additional Project and Public Coordination:

- 4.9.1 Attend additional Project progress meetings as requested by Commerce City. Prepare meeting minutes for additional progress meetings.
- 4.9.2 Update computerized mailing list to include names and addresses provided by participants in the last public meeting who were not on the mailing list previously.
- 4.9.3 Arrange for a location for the public open house. Any fees for meeting facilities will be paid directly by the Engineer, as an Additional Service.
- 4.9.4 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.
- 4.9.5 Prepare an advertisement for the public open house. Submit the advertisement to Commerce City for review and distribution via various digital and print media.
- 4.9.6 Prepare the text for a Variable Message Sign (VMS) message announcing the public meeting. Consultant will provide this text to Commerce City staff, who will post the message on City-owned signs and place the signs along the Chambers Street Corridor. No fixed-message signs announcing the public open house will be prepared or posted for this Project.
- 4.9.7 Prepare exhibits for the public open house. Exhibits will be word boards (data and/or questions), aerial photographs (with and without proposed roadway superimposed), and other relevant drawings developed during design. Landscape plans will be included.
- 4.9.8 Prepare PDF files of all the public meeting exhibits. PDF files shall be prepared at a size suitable for posting online. Submit to Commerce City for posting on the Commerce City website.
- 4.9.9 Attend one (1) public open house meeting. Three members of the consultant's staff plus a greeter will attend the meeting.
- 4.9.10 After the public meeting, prepare a report summarizing the notification process, attendance, intent of the meeting, exhibits / handouts, and public comments.

4.9.11 Final Design Public Coordination includes up to two (2) meetings with individual property owners, homeowner’s associations, or other interested citizens in addition to the referenced public meeting. It is assumed that all property owners or their representatives can be met with in the metropolitan Denver area. No travel outside metropolitan Denver area is included in this scope. If Commerce City prefers, the consultant will respond on behalf of Commerce City to up to two (2) letters from such entities in lieu of the meetings. If more such meetings or responses become necessary, they will be performed as Additional Services.

4.9.12 Provide the following deliverables (1 copy of each):

- Public Meeting Announcement
- Newspaper Announcement for Public Meeting
- Pdf files of Public Meeting Exhibits
- Public Meeting Report

4.10 Bid Services:

4.10.1 Prepare the Bid Package, including bid forms, Project Special Provisions, Standard Special Provisions, which will comprise of the Contract Documents. Standard Commerce City and CDOT forms and formats will be used for the Contract Documents.

4.10.2 Attend the Pre-Bid meeting and prepare the meeting minutes.

4.10.3 Prepare addenda to the bid plans and specifications during the advertisement period, as requested by Commerce City.

4.10.4 Attend the Bid Opening and prepare bid tabulation for the Project.

4.10.5 Reproduction of plans for distribution to prospective bidders is not included in the Base Scope of Services, but is included in Additional Services Task 4.5.

4.10.6 Provide the following deliverables (2 copies each):

- Bid Tabulation
- Addenda

TASK 5 - CONSTRUCTION DESIGN SUPPORT SERVICES (ROADWAY)

The consultant on an “on-call” and “regular visit” basis will perform part-time construction observation services, during the Project construction period. The consultant’s Project Manager and/or Project Engineer will be designated to serve as the consultant’s representative. The Engineer's personnel will assist Commerce City’s designated full-time Project Manager with the interpretation of the plans and specifications, with the preparation of Commerce City requested changes to the plans and specifications, and will review the construction progress and observe whether construction is in general compliance with the plans and specifications. Written minutes of site observation visits, telephone conversations and meetings regarding the Project will be prepared and distributed to the Owner.

Construction services do not include the provision or direction of construction surveyors; do not include materials testing; do not include the preparation of "as-built drawings"; do not include the certification of the Consultant's work to be in compliance with the intent of the plans and specifications. The Engineer will not, at any time, control, direct, or otherwise directly or indirectly supervise the construction operators, the Consultant, subcontractor, Commerce City, or agents or employees of the entities listed above.

It is assumed that the roadway construction phase of this Project will be completed in 2026-2027. Services will be provided at the standard hourly rates for the consultant, current for the period the work is

completed. The consultant is not obligated to provide services beyond the budget amount established and approved by Commerce City for these construction observation/design services.

PROJECT MANAGEMENT:

Consultant shall prepare and submit to the City for approval a project management plan that: specifies a schedule of work; details the roles and responsibilities of Consultant and sub-Consultants; identifies work tasks, milestones, and review/comment milestones; and a public outreach plan. Consultant will participate in meetings at least twice a month with the City’s Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary. Consultant will prepare meeting agendas and keep meeting notes. Consultant will promptly respond to City requests (both routine and emergency). Consultant shall coordinate with the Commerce City Cultural Council and the public art artist for installing the public art component along the corridor as required by City Ordinance 2037 (The ordinance requires every capital improvement project to set aside 1% of funds for the creation of public art to be placed at the project site or at any site that qualifies for a display of public art).

FINAL DOCUMENTS:

The Consultant shall deliver to the City the designated number of copies of the following documents at appropriate times during the Project, as outlined in the Scope of Services. The Consultant may provide electronic versions of all deliverables as PDF’s.

TASK 1 - DATA COLLECTION:

Two (2) copies each:

- Draft and Final Geotechnical Reports (Tasks 1.9 & 3.10)
- Environmental Site Assessment Report (Task 1.7)
- Environmental Clearance Letter (Task 1.8)
- Minutes of Onsite Kick-off Meeting (Task 1.1.1)
- Project Schedule (Task 1.1.5)
- Ownership Map (Task 1.6, 3.2, & 3.6.6)

One (1) copy of each:

- Bound Photo Log of existing roadways (Task 1.1.2)
- Mounted digital color aerial photograph of Project (Task 1.3.4)
- Survey Notes for HARN Network Coordinate Tie Loop (Task 2.2) following Colorado Subsurface Utility Law (SB18-167).
- Field Survey Notes (Task 1.2)

TASK 2 - PRELIMINARY DESIGN:

Two (2) copies each:

- FIR Preliminary Roadway Plans (11”x17”) (Task 2.1)
- FIR Preliminary Landscaping Plans (11”x17”) (Task 2.1)
- FIR Preliminary Bridge Plans (11”x17”) (Task 2.1)

- Phase II Drainage Report (Task 2.4.11)
- Memorandum of Design – Roadway (including design criteria) (Task 2.1.1)
- FIR-level Opinion of Probable Construction Cost (Task 2.1.5)
- Memorandum of Design – Utilities (Task 2.2.5)
- Appendix to Memorandum of Design – Roadway (Task 2.7.7)

One (1) copy of each:

- Minutes of Meetings and Phone Conversations (Task 2.7)
- Public Meeting Announcement (Task 2.8.5)
- Pdf files of Public Meeting Exhibits (Task 2.8.7)
- Public Meeting Report (Task 2.8.9)

TASK 3 - FINAL DESIGN:

Two (2) copies each:

- FOR Roadway Plans (11” x 17” plans) and Technical Specifications (Task 3.1) To include:
- FOR Landscaping Plans (11” x 17” plans) and Technical Specifications (Task 3.9)
- Phase III Drainage report (Task 3.4.5)
- Right-of-Way Descriptions and Exhibits (Task 3.6.1)
- Right-of-Way Tabulation of Properties (Task 3.6.5)
- Right-of-Way “Clearance Letter” (Task 3.6.7)
- FOR-Level Opinion of Probable Construction Cost (Task 3.1.7)
- Stormwater Construction Dewatering Discharge Permit Application (Task 3.8.7)

One (1) copy each:

- Utility Clearance Letters (Task 3.2.4)
- FOR Plans (11” x 17” plans) and Technical Specifications (Task 3.1)
- Final Bridge Plans (11”x17” plans) and Technical Specifications (3.12.1)
- FIR Preliminary Roadway Plans (11” x 17”) (Task 3.1.1)
- Electronic version (Excel) of Right-of-Way Tabulation of Properties (Task 3.6.5)
- Public Meeting Announcement (Task 2.8.5)
- Minutes of Meetings and Phone Conversations (Task 3.7.6)
- Original 11” x 17” Final Plans and Technical Specifications (with Post-FOR revisions) (Task 3.7.7)
- Plans and Technical Specifications with P.E. Stamp (Record Set) (Task 3.7.8)
- Right-of-Way Information Binders (Task 3.6.1)

COORDINATION OF PUBLIC OUTREACH, NOTICES:

Consultant will ensure the proper delivery of notices and other documents to third parties as required and applicable with respect to the preparation and completion of each deliverable. Consultant will coordinate and conduct public outreach for the creation of the key deliverables. A Public Engagement Strategy will be submitted for City approval that outlines the respondent's role in leading public forums and meetings which could either be in-person or virtual, identifying creative approaches for successful public engagement, preparing meeting materials, and coordinating with the City's Community Relations Division to communicate public outreach opportunities through city resources.

PUBLIC HEARING AND STUDY SESSION PRESENTATIONS:

Consultant will conduct meetings with key elected and appointed officials (i.e. Planning Commission and City Council). Consultant should plan to make a presentation at a study sessions with Planning Commission and City Council, and a presentation during the public hearing for adoption. Consultant will develop and submit a schedule as part of the proposal for obtaining input from elected and appointed officials. Consultant will take the lead role in all study session and hearings with elected and appointed officials. City staff shall be available to Consultant in a supporting role during the period. Consultant shall be responsible for creating meeting notes from each meeting, summarizing responses and comments provided by elected and appointed officials.

CITY OVERSIGHT:

A designated individual will be responsible for management of the contract for the City ("Project Manager"). The City will provide reasonable assistance to Consultant in the scheduling of meetings, interpretation of policy and procedural requirements, research relating to internal documents, coordination with outside agencies and City staff, but the City's obligation will not limit Consultant's obligations to perform the Services. The City will rely on the personnel, experience, and expertise of Consultant to ensure all necessary components of the scope of work are completed.

TIMELINE AND BUDGET:

Consultant must complete all deliverables within the agreed-upon schedule and within the limits provided by the executed contract.

CITY HOLIDAYS:

City Holidays currently include: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day.

SAFETY:

Consultant shall be responsible for all safety training, procedures and requirements.

CONTRACT REQUIREMENTS:

Consultant will perform all Services and will *refer to this Agreement for Professional Services for all contract requirements, including insurance, indemnification, compensation, termination, and payment standards.*

WHEN:

The engineering design is planned for the remainder of 2024 and into 2025 with right-of-way acquisitions also being done in that period. Roadway construction is planned to begin Q3 of 2026 and end in Q4 of 2027. Consultant shall perform all Services to the satisfaction of the City by December 31, 2027.

COST:

Under no circumstances shall the compensation due and owing to the Consultant for performance of the Services described herein exceed \$1,850,000.00. Martin/Martin’s Design Fee Proposal is attached and hereby incorporated into the Agreement by reference as Exhibit C.

APPLICABLE STANDARDS, STANDARDS, GUIDELINES:

City of Commerce City Department of Public Works Engineering Construction Standards and Specifications, City of Commerce City Storm Drainage Design and Technical Criteria Manual, Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Version), Colorado Department of Transportation M&S Standard Plans (Latest Version), and South Adams County Water and Sanitation District Design and Construction Standards for Water and Wastewater Facilities.



EXHIBIT B

Construction Equipment Declaration

FOR QUESTIONS CALL: 303-289-3628

1) Legal Name of Business or Individual Name (Last, First):				Original Declaration Amended Declaration Final Declaration
2) Trade Name of Business (If any):				
3) Mailing Address:				
4) City:		5) State:	6) Zip:	7) Email:
8) City Permit Number (if applicable):			9) Address of Project/Jobsite:	

	a) Equipment Description / Asset ID	b) Serial/Vin Number	c) Date Moved into the City	d) Date Moved out of the City	e) Days in City	f) Purchase Price	g) Date of Purchase	h) Tax Credit (Attach documentation)	i) Net Equipment Value	j) Taxable Amount
10										
11										
12										
13										
14										
15										
16										

Under penalties of perjury, I declare that I have examined this Construction Equipment Declaration and it is true and correct to the best of my knowledge & belief.				17) Enter Sum of - Lines 10-16(in column j):	
				18) Totals from other sheets	
Signature			Date		
Printed Name			Title	Phone	
19) Total Taxable Amount (Sum of Lines 17 & 18)				20) Use Tax Due (4.5% of Line 19):	

Mail Completed Form to: Commerce City – Tax Division 7887 E. 60th Avenue Commerce City, CO 80022
 City of Commerce City and Martin/Martin, Inc.

Professional Services Agreement
 Chambers Road Widening - E. 105th Ave. to E. 116th Ave., 2022-17-PW; 2024 - 2027

CONSTRUCTION EQUIPMENT DECLARATION

General Instructions

This form is used for taxpayers to declare Construction Equipment (**CE**) that is brought into the City of Commerce City ("City") pursuant to Section 20-5-T of the Commerce City Revised Code ("Code") and to report any use tax that may be due as a result. Separate declarations must be made for each construction project. Any equipment with a purchase price of \$2,500 or greater that is used in the City must be declared even if no use tax is due. All equipment, regardless of how old it is, must be declared. Rented equipment does not need to be declared.

Due Date for Filing Construction Equipment Declaration

- The initial declaration form shall be filed with the city on or before the date any equipment is located within the City for a project. Declarations may be filed by email, mail or in person. Declarations filed by mail must be postmarked by the due date.

Amended Declaration(s) Required: Taxpayers must report changes to initial declarations by filing amended declarations at least once every 90 days after the equipment is first located in the city.

For projects less than 90 days - an amended declaration is required no later than 10 days after moving declared equipment in or out of the City. Indicate whether the declaration is an original or amended declaration by checking the appropriate box on the upper right side of the form.

Additional equipment brought into the City on an existing project that was not previously declared must be declared on a separate initial declaration filed as described above.

An equipment declaration and any tax owed must be filed within 20 days of removing equipment from the city.

Proration Provision: 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, are subject to Commerce City use tax on a prorated basis only 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.

Equipment under \$2,500 does not need to be declared. This exemption does not apply to the sales/use tax due on rented or leased tools or equipment, nor does the exemption apply to tools or equipment purchased directly for and charged directly to a specific project.

Credit for legally imposed sales/use tax. Credit for legally imposed sales/use tax paid to any other city, county and/or state is allowed to the extent that the total tax rate charged does not exceed 9.25%. Credit for legally imposed city taxes paid within Colorado is limited to the specific city rate charged and paid. Proof of taxes previously paid is required and includes purchase invoices, equipment registrations and copies of previously filed equipment declarations with proof of payment.

Claim for Refund Required for Overpayment. If after amending a declaration, the taxpayer discovers that an overpayment of use tax has occurred, a signed *Claim for Refund* form must be submitted with the amended declaration. A *Claim for Refund* form is available on the Tax Division section of the city website or by contacting the Tax Division at (303-289-3628).

Signature required. The person completing the declaration on behalf of the taxpayer must sign and date the form at the bottom. A printed name is also required.

If the taxpayer is not an individual person, the title of the officer or agent completing the form on behalf of the taxpayer must also be printed on the form. Forms without a signature will be returned and may not be considered timely filed.

EXHIBIT B

Specific Instructions

Lines 1 thru 7 – Taxpayer Information. Print the legal name, the trade or other name the taxpayer is known by, and the mailing address of the taxpayer. For declarations of individuals or sole proprietorships, print the last name followed by the first name on line 1.

Line 8 – City Permit Number. List the permit number for the project on which the equipment is used.

Line 9 – Project Address. List the street address of the project or jobsite in the city.

Lines 10 – 16 (and additional sheets if necessary). *Complete one line for each piece of equipment. Attach additional sheets if more equipment was use on the project.*

Column a – Equipment Description & Identification Number. List a general description for the piece of equipment along with an identification number that may be used to trace the equipment to the taxpayer's purchase records such as an asset tag number.

Column b – Serial Number or Vehicle Identification Number. List the piece of equipment's serial number or vehicle identification number.

Column c – Date moved into city. List the date that **CE** is first brought into the city for use on the current project. This date will be used to determine the date that use tax is due.

Column d – Date moved out of the city. List the date that **CE** is moved out of the city. For projects less than 90 days in duration, this move out date will be used to determine the date that use tax is due.

Column e – Days in city. List the total number of consecutive days the equipment was located in the city.

Column f – Purchase price - List the full original purchase price of the equipment as shown on the taxpayer's original purchase contract or invoice. Provide original purchase documents, registrations and or any prior use tax reporting information showing any taxes that were paid to other taxing authorities.

Column g – Date of purchase – List the date that equipment was purchased as shown on the original purchase invoice or contract.

Column h – Tax Credit. Credit may be taken against Commerce City use tax for legally imposed sales or use taxes previously paid to any Colorado municipalities or to other states in accordance with Code sections 20-5-M and 20-5-N. Such credit may not exceed the Commerce City use tax due.

If no municipal or other state sales or use tax has been paid on the equipment, enter a zero in this column (h).

To compute a Colorado municipal credit amount, take the total of any previously paid, legally imposed city sales or use tax and divide this amount by **0.045**. Enter the result in this column (h).

Do not include State of Colorado, RTD, cultural district (CD), football district (FD), county, or other special district sales or use taxes. Credit is allowed only for legally imposed sales or use tax previously paid to other Colorado cities.

For example, if a piece of equipment was purchased for \$125,000 and a sales tax of 6.1% (consisting of 2.9% State tax, 1.2% RTD/CD/FD tax, and 2.0% city tax) was legally imposed (consisting of \$2,500 in city sales tax; \$7,625 in total sales tax), the municipal credit amount would be \$55,555.56 - (\$2,500 city sales tax divided by 0.045).

To compute another state credit amount, take the total of any previously paid, legally imposed state sales or use tax and divide this tax amount by **0.0925**. Enter the result in this column (h).

EXHIBIT B

For example, if a piece of equipment was purchased for \$100,000 and a total state sales tax of 7.0% (\$7,000) was legally imposed by a state other than Colorado, the credit amount would be \$75,675.68 (\$7,000 sales tax divided by 0.0925).

NOTE: Proof of payment of any taxes for which a credit is claimed must be submitted with the declaration.

Column i – Net Equipment Value. If the amount in column (h) is *greater than or equal to* the amount in column (f), enter a zero in this column (i).

If the amount in column (h) is *less than* the amount in column (f), subtract the amount in column (h) from column (f) and enter the difference in this column (i).

Column j – Taxable Amount. Use tax may be prorated for equipment, which is located in the city for 30 consecutive days or less if it is declared prior to the date the equipment is first located within the City.

If the number in column (e) is *greater than 30*, enter the amount in column (i) in column (j). If the number in column (e) is *less than or equal to 30*, divide the amount in column (i) by 12 and enter the result in column (j).

Complete each column for each piece of equipment. If additional lines are needed for more than seven pieces of equipment, attach additional schedules with the same information. **Do not summarize all equipment in a single line.**

Line 17 – Total – Lines 10-16. Enter the sum of column (j) for lines 10 through 16 on this line 17.

Line 18 – Total Taxable Amount from Additional Sheets. Enter the total taxable amount, if any, computed on additional schedules used to detail additional pieces of equipment on this line 18.

Line 19 – Total Taxable Amount. Enter the sum of lines 17 and 18. This is the amount subject to city use tax.

Line 20 – Use Tax Due. Multiply the amount on line 19 by 0.045 (4.5%, the city use tax rate). This is the amount of use tax due.

Signature – After reviewing the form for accuracy, sign and date the form. Print your name, title and phone number.

Payment – Checks should be made payable to the *City of Commerce City* and mailed to the address listed below. The use tax is due when the declaration is filed. The declaration and payment of use tax due must be postmarked on or before the date, that equipment is first located within the city. Payments postmarked after the due date will be subject to penalties and interest as provided in the Commerce City Revised Tax Code.

Department of Finance

Sales Tax Division
7887 East 60th Avenue
Commerce City, CO 80022
303-289-3628

EXHIBIT C

City of Commerce City
Chambers Road Widening

Martin/Martin, Inc.
7/20/2024

Table with columns for Phase/Task Description, Task No., and various cost categories (e.g., PRELIMINARY DESIGN, CIVIL, STRUCTURAL, ELECTRICAL, etc.) and rows for different project phases and tasks.

