



Request for Proposals for Design of Widening of 88th Avenue from I-76 Interchange Ramp to Hwy 2

**City of Commerce City, Colorado
Public Works**

Date: May 27, 2021

I. REQUEST FOR PROPOSALS

The City of Commerce City (“City”) seeks proposals for the provision of professional engineering design and right-of-way acquisition services (“Services”) to support the City in its implementation of the 88th Avenue Widening Project from the I-76 Interchange Ramp to Hwy 2 (the “Project”), on a non-exclusive basis, as set forth in this Request for Proposals (“RFP”).

The anticipated start date is 7/12/2021. The term is for a **two-** year period, subject to annual appropriation. The contract will be issued with task based NTPs. The design tasks 1 and 2 (see Attachment B – Detailed Scope of Services) will be issued first and should be completed within 12 months of issuance of the Notice to Proceed. Respondents must provide a detailed schedule showing how tasks 1 and 2 can be completed within 12 months. The Project is currently in 15% design and NEPA is expected to conclude in September, 2021 with a decision document. Final design and ROW acquisition is contingent on the NEPA decision document.

Questions regarding RFP requirements must be received by Diana Trettin, Project Manager in writing at dtrettin@c3gov.com by 5:00 PM MT on Thursday, June 03, 2021. Oral and late questions will not receive responses.

Proposals containing the information required by this RFP, in the format described below, must be received no later than 10:00 a.m. (MT) on Thursday, June 10, 2021. Proposals shall be submitted to the “The Rocky Mountain E-Purchasing System” website (<http://www.rockymountainbidsystem.com>).

A copy of the Request for Proposals and any related materials may be obtained from the City’s website (<http://www.c3gov.com/doing-business/bid-postings>) or the Rocky Mountain EPurchasing System (<http://www.rockymountainbidsystem.com>).

It is the sole responsibility of each Respondent to ensure its Proposal is received by the City by the date and time stated in this RFP. Late Proposals will not be accepted.

II. INTRODUCTION, PROJECT OVERVIEW, AND SCHEDULE

Improvements to the Project area for E. 88th Ave and Rosemary Street have been a part of the Commerce City Comprehensive Plan since 2010. The 88th Avenue Widening Project kicked off in 2018 with the NEPA study and pre-design work. The E. 88th Ave Project was awarded a Denver Regional Council of Governments (DRCOG) 2018 Grant for NEPA and Preliminary Design to help the Project become a reality. In 2020, the Project was awarded another DRCOG grant for

final design and right-of-way acquisition, showing how much regional support exists for this improvement. The Project is currently in 15% design and NEPA is expected to conclude in September, 2021 with a decision document.

The City of Commerce City, Colorado is proposing to improve approximately 1.6 miles of E. 88th Avenue between Interstate 76 (I-76) and Highway 2. The purpose of the E. 88th Avenue Project is to improve traffic operations and accommodate current and future general vehicular traffic, heavy trucks, bicycles, and pedestrians on E. 88th Avenue between I-76 and Highway 2.

The E. 88th Avenue corridor has one travel lane in each direction with signalized intersections at the northbound I-76 on- and off-ramps, Brighton Road, Rosemary Street, and Highway 2.

E. 88th Avenue provides access to adjacent industrial, commercial, and residential land uses. The Project area lacks pedestrian and bicycle facilities and has north- and southbound- bus stops serving north/south Regional Transportation District Route 88 on Brighton Road just south of E. 88th Avenue.

This Project will include approximately 1.6 miles of E. 88th Avenue between Interstate 76 (I-76) and Highway 2. The Project area extends approximately north and south 200 to 700 feet from the center of E. 88th Avenue, and approximately east and west 230 feet from the center of Rosemary Street past E. 86th Avenue. Within the Project study area, E. 88th Avenue crosses over the O'Brien Canal on a bridge, crosses a Union Pacific Railroad (UPRR) track at grade west of Rosemary Street, and crosses a BNSF Railway (BNSF) track at grade west of Highway 2.

The Project improvements will consist of widening E. 88th Avenue from two to four lanes with appropriate turn lanes and medians. The Project will include upgrading the traffic signal at E. 88th Avenue and Rosemary Street and providing traffic signal interconnect of all traffic signals between I-76 and Highway 2. A new traffic signal will be installed at the entrance drive to the Mile High Flea Market to improve the safety of vehicles entering and exiting the site and allow for a designated "U-Turn". The Project will also include a Complete Streets component through construction of sidewalks along the roadway and installation of a multi-use path along the north side of E. 88th Avenue. The Project will include storm drainage improvements to address persistent roadway flooding issues.

The existing roadway has a measured Average Daily Traffic (ADT) of 20,500 vehicles which exceeds the design volume of approximately 18,000 ADT for a two lane roadway. Much of the land use adjacent to E. 88th Avenue is heavy industrial property that generates significant heavy vehicle traffic throughout the day. The congestion on E. 88th Avenue results in logistical inefficiencies for their operations along with inconvenience and safety issues for other road users. E. 88th Ave is currently operating at an unacceptable LOS "E" due to insufficient travel lanes, narrow lanes, heavy truck traffic (15%) and the lack of turning/acceleration/deceleration lanes. As future traffic volumes increase, it is anticipated that the roadway operational conditions will deteriorate even further.

The Project has identified two distinct transportation challenges that the selected Design Consultant (hereinafter "Consultant") shall specifically address (and that Respondents should address appropriately in their Proposals):

(1) Improve roadway operations and (2) Accommodate all roadway users.

The 88th Avenue Project will be reconstructed as an approximately 100- to 110-foot-wide modified four-lane minor arterial from Brighton Road across a new E. 88th Avenue bridge over the O'Brien Canal to the intersection at Rosemary Street. The typical section would include an attached 5- to 6-foot-wide sidewalk on the south side of E. 88th Avenue, two 12- to 14-foot-wide travel lanes in each direction, an 8- to 20-foot-wide raised median (width narrows at left-turn bays), and a detached 8- to 12-foot-wide multiuse path on the north side of E. 88th Avenue separated from the roadway by a 6- to 12-foot-wide buffer. The alignment of E. 88th Avenue would be shifted approximately 15 to 18 feet to the north between Brighton Road and the new E. 88th Avenue bridge to accommodate the wider typical section.

E. 88th Avenue between Rosemary Street and Highway 2 would be reconstructed as an approximately 85- to 100-foot-wide modified local industrial collector. The typical section would include one 11- to 13-foot-wide travel lane with an additional 4- to 8-foot-wide shoulder in each direction, a 12- to 16-foot-wide two-way left-turn lane at the center, a 5- to 6-foot-wide sidewalk on the south side of E. 88th Avenue, an 8- to 12-foot-wide multiuse path on the north side of E. 88th Avenue. Both the sidewalk and multiuse path would be separated from the roadway by a 6- to 12-foot-wide buffer. The alignment of E. 88th Avenue would be shifted approximately 4 to 12 feet to the north to accommodate the wider typical section.

The purpose of this RFP and subsequent contract is to advance the design of 88th Avenue to final design including ROW acquisition and construction plans. The southern limit for this Project should be designed to match with roadway improvements currently under design for the Rosemary Street Widening Project that will start south of the South Adams County Fire Station at Rosemary Street and approximately 85th Avenue. The southern limits of the Project should be designed to match into existing improvements at 85th Avenue and will need to be coordinated with the Rosemary Street Widening Project team. This Project will be designed and constructed with City of Commerce City Capital Improvement and Preservation Plan Funds and Federal Grants from DRCOG.

The engineering design and right-of-way acquisitions are scheduled for 2021 and 2022. Roadway construction is scheduled to start in the spring of 2023. A detailed design schedule for the Project must be submitted by each Respondent in their Proposals, and the selected Design Consultant shall update the schedule as may be necessary after the City issues a Notice-to-Proceed.

III. SCOPE OF SERVICES

The Consultant shall perform all Services and comply with all obligations set forth in this section, the draft contract (Attachment A), and the more detailed Project Description/Scope of Services document (Attachment B). Final design and ROW acquisition is contingent on the NEPA decision document.

The Consultant will:

- Collect data on the proposed street widening area (88th Avenue from approximately I-76 interchange ramp to Highway 2. And Rosemary Street from 88th Avenue to 85th Avenue), including design information, environmental information and property ownership information.
- Provide preliminary design of roadway improvements, including utility coordination, drainage improvements, as well as street, sidewalk and trail design.
- 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 and discuss any special geologic conditions that would impact the pavement design such as: dipping bedrock, presence of bentonite bedding and water table
- Provide final design for roadway improvements, utility relocations, and drainage improvements, addition of sidewalks and urban trail, and landscape additions.
- Identify properties where right-of-way acquisition or construction easements are required.
- 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.
- Attend and coordinate meetings with the public, City officials, affected landowners, governmental entities, and utility companies.

The Consultant shall produce, at a minimum, the following work products:

- Reports
- Environmental Documents
- Field Inspection Review (F.I.R.) Plans and Estimates
- ROW Acquisition Plans
- Final Office Review (F.O.R.) Plans, Specifications and Estimates
- Advertisement/Bid Plans, Specifications, Cost Estimate
- Project Coordination
- Schedules
- Meeting Minutes
- Professional Engineer Stamped Record Set

The Consultant will provide all labor, tools, equipment, and materials to perform the services. The Consultant will coordinate with other City contractors as necessary. The Consultant shall coordinate all activities, tasks, meetings, communications and deliverables with the City's designated Project Manager.

IV. PROPOSAL REQUIREMENTS

Interested Respondents shall submit Proposals that clearly demonstrate their ability to provide the Services. The Proposal should be a complete and detailed approach to providing all Services and any Additional Services that the Respondent proposes. Only one Proposal should be submitted. The entire Proposal (excluding cover letter and addenda) may not exceed ten (10) pages. The Proposal should be submitted on 8.5 x 11 paper. Proposal must be typewritten or computer-generated. The font type size may not be smaller than eleven (11) point and margins cannot be less than one inch (1”).

The Proposals shall include the following information in the order listed below to facilitate fair and equal evaluation of Proposals.

- A. COVER LETTER.** Briefly introduce the Respondent, explain the Respondent’s interest in providing the Services, and articulate why the Respondent is qualified to provide the Services. Include the name, address, email address and phone number of the person who will serve as the Respondent’s principle contact with City staff. Identify individual(s) who will be working on the Project.
- B. METHOD.** Describe the Respondent’s approach to the Services, including: how Respondent will work collaboratively with the City to complete deliverables; Respondent’s approach to completing deliverables; and priority and scheduling. Provide information on the Respondent’s current workload and ability to deliver the desired Services. If the Respondent proposes to use City-owned equipment, this must be identified.
- C. QUALIFICATIONS OF RESPONDENTS & KEY PERSONNEL.** Provide information on recent, relevant or similar services and copies of membership in any professional organizations. Respondent should demonstrate relevant experience in providing services similar to the Services. Provide information about the individuals that will be assigned to the Services, including their proposed role, expertise and capabilities. Any proposed subcontractors must be identified. Full resumes can be included in an appendix.
- D. PAST PERFORMANCE.** Provide two (2) client references within the past two (2) years, including contact name, firm or agency, phone number, email and brief summary of services provided. The City is especially interested in references that can attest to the Respondent’s ability and performance in similar work with similar organizations and similar scope of services.
- E. DBE DOCUMENTATION.** It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, pursuant to 49 CFR Part 26. Since this is a local agency project administered by the CDOT, the 49 CFR Part IE DBE requirements apply to this contract and a minimum DBE goal of 10% has been established. The consultant shall take affirmative steps to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate and document sub consultants and outreach as such

F. EXCLUSIONS & ADDITIONAL SERVICES. The Respondent must include any proposed exclusions to the Services or draft contract, providing specific details and the reasoning behind the exclusion, and any proposed Additional Services.

G. PRELIMINARY PROJECT SCHEDULE. The Respondent will submit a preliminary schedule for completion of the 30% design (FIR), final design (FOR), and right-of-way acquisition.

H. ADDITIONAL INFORMATION. The Respondent may list any additional information or data not requested as part of this RFP that Respondent believes should be considered in the evaluation of the Proposal provided the entire Proposal is no more than the identified page limit. **Only information presented in the proposal shall be evaluated for selection.**

V. SELECTION

The City will use a qualitative-based selection process using the following criteria:

- Respondent qualifications (30%)
- Past experience, representative work, and references (30%)
- Responsiveness (10%)
- Proposed method and approach to fulfill the City's needs. (30%)

Interviews may be requested once Proposals have been reviewed. The City may contact references provided with the Proposal. The City reserves the right to request clarification or additional information from Respondents and to consider independently obtained information.

The City will select the Respondent determined to be the best value by the City in its sole discretion. In addition to the criteria stated above, the City's determination may consider, without limitation, the Respondent's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the Services on time, history of performance, reputation, ability to obtain necessary equipment, data, and facilities, and any other factors deemed important by the City, including location within the City. The City may select multiple Respondents to provide Services as needed by the City.

The City reserves the right to negotiate further with one or more Respondents. Selection of any Consultant and execution of a contract is dependent on approval in accordance with applicable City laws and policies and the City's receipt of any required Certificates of Insurance and applicable endorsements. The City's decision is final and without recourse to any Respondent.

V. MISCELLANEOUS

The issuance of this RFP and the receipt and evaluation of Proposals do not obligate the City to select a Respondent, to enter into any agreement, or to pay any costs incurred in responding to this RFP or negotiating an agreement. Selection of any Consultant and execution of a contract is dependent on approval in accordance with applicable City laws and policies and the City's receipt of any required Certificates of Insurance and applicable endorsements. No Proposal shall constitute business terms of any eventual agreement except as expressly agreed by the City. The City reserves the right to modify this RFP or the selection process, to cancel this RFP, to reject or accept any

Proposal, and to waive any informalities or irregularities in any Proposal, without liability, at any time.

All Proposals shall become the property of the City, will not be returned, and will become a public record. Respondents may request parts of their Proposals to remain confidential by indicating such in the Proposals and on the appropriate proprietary or financial pages, which must be clearly marked. The City will take reasonable steps to keep confidential only documents actually prevented from disclosure under the Colorado Open Records Act (“CORA” or “Act”), C.R.S. § 24-72-201, *et seq.*, including notifying the Respondent of a CORA request and allowing the Respondent to take steps to prevent disclosure. Under no circumstances may an entire Proposal be marked or identified as proprietary or confidential. **By submitting a Proposal, each Respondent agrees to hold the City harmless from any claims arising from the release of confidential or proprietary information not clearly designated as such by the Respondent or where the City has notified the Respondent of a request, and from any claims arising from the release of documents not protected from disclosure under the Act.**

Respondents are cautioned not to undertake any activities or actions to promote or advertise their submittals, other than discussions with City staff as described in this RFP. After the release of this RFP, Respondents are not permitted to make any direct or indirect contact with members of the Selection Committee, the City Council or media on the subject of this RFP, except in the course of City-sponsored presentations. Violation of these rules is grounds for disqualification of the Respondent.

ATTACHMENT A TO RFP

DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made and entered into effective this ____ day of _____, 2021 (the “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 (the “City”), and CONSULTANT LEGAL NAME, a home state Select Entity Type whose principal business address is Consultant Principal Business Address (“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 professional engineering and right-of-way acquisition services as set forth in Exhibit A, attached and incorporated by reference (the “Services”). The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant without penalty. Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply the Services to the City.

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

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

D. Format and Ownership of Deliverables.

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

systems used. Consultant will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information, including but not limited to the following: file description, attribute descriptions, author and contact information (credit), and date created.

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

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

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

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

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 to obtain all required licenses and permits, including a City Contractor's license, if required. Consultant will pay any and all license and permit fees. Consultant is responsible for the payment of applicable taxes, including the City's sales and use tax, if applicable.

J. Time for Completion. [CHOOSE ONE DEPENDING ON THE NATURE OF THE SERVICES AND DELETE THE OTHER] Consultant shall complete all Services to the City's satisfaction by no later than [INSERT DEADLINE FOR COMPLETION OF ALL SERVICES]. Further, Consultant shall fully perform, complete, or present all identified tasks, sub-tasks, and Deliverable items by the deadline(s) established in the Scope of Services, as applicable. Consultant's rate of progress is a material term of this Agreement. At the City's request, Consultant will provide a progress schedule for the performance of any Services subject to the City's approval. [OR] Consultant shall complete all deliverable items, including identified tasks, sub-tasks, and Deliverable items, by the deadline(s) established in the Scope of Services. Consultant's rate of progress is a material term of this Agreement. At the City's request, Consultant will provide a progress schedule for the performance of any Services subject to the City's approval.

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

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

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

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Consultant for work actually performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed [\$XX,XXX.XX – FILL IN ENTIRE AMOUNT COVERING ALL YEARS UNDER CONTRACT (NOT RENEWALS)]. The compensation established by this Agreement includes all of Consultant's costs and expenses to fully perform the Services and other obligations of this Agreement, for the Term, as defined below. The City shall not be obligated to pay any late fees or interest. The City will not consider or be obligated to pay or reimburse Consultant any other charges or fees and Consultant will not be entitled to any additional compensation or reimbursement.

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

invoice, which must be consistent with this Agreement, and must include a reference to this Agreement on each invoice.

C. Representation. By submitting an invoice, Consultant warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Consultant or any other person or entity. Consultant shall not include in its invoice any billing for defective work or for work performed by 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. Public Works Services. This paragraph applies if the Services involve construction, erection, repair, maintenance, or improvement of any public works (excluding professional services), whether or not involving the Department of Public Works.

1. Any progress payments are payments on accounts and shall not be construed as acceptance by the City or any part of the work. All such progress payments, except for the final payment, shall be subject to correction on subsequent invoices after the discovery of any error. Approval of an invoice shall not foreclose the right of the City to examine Consultant's books and records of to determine the correctness and accuracy of any item.

2. At the time of delivery to Consultant of the final payment, Consultant shall execute and give to the City a final receipt for the same. The acceptance of final payment shall constitute a waiver of all claims by Consultant.

3. The City may withhold amounts from any payment as may be necessary to cover: (a) any liquidated damages; (b) claims for labor or materials furnished Consultant or any subcontractor or reasonable evidence indicating probable filing of such claims; (c) failure of the Consultant to make proper payment to subcontractors or suppliers; (d) evidence of damage to another contractor, utility, or private property; (e) uncorrected defective work or guarantees that have not been met; (f) reasonable evidence that the work will not be completed within the allowed time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or (g) any other amounts that the City is authorized to withhold. If the reason for withholding is removed, the City will make payment of the withheld sums with the next regular progress payment unless another basis for withholding exists. Execution of this Agreement by Consultant shall constitute a waiver by Consultant to claim any right of payment of interest upon any funds retained or withheld by the City pursuant to this Agreement or C.R.S. § 38-26-107.

F. 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.

G. 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.

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

III. TERM AND TERMINATION.

A. Term. [CHOOSE ONE DEPENDING ON THE NATURE OF THE SERVICES (E.G., (1) FOR A PERIOD OF TIME ONLY OR (2) FOR THE DELIVERABLE OF DISCRETE WORK) AND DELETE THE OTHER] The term of this Agreement will be from the Effective Date until Click here to enter a date ("Term"), unless the Term is extended by validly executed written amendment. [OR] The term of this Agreement will be from the Effective Date until the completion and acceptance of the Services ("Term").

B. Termination

1. For Convenience. Consultant agrees that the City may terminate this Agreement without cause at any time for convenience of the City. Consultant assumes all risks of being terminated for convenience, whether such risks are known or unknown, and acknowledges that the City's decision to terminate for convenience lies solely within the City's own discretion. Consultant represents that it is a sophisticated business, has entered into the Agreement voluntarily, and has calculated all business risks associated with this Agreement. In the event of a termination for convenience, the City will provide written notice of termination to Consultant at least fourteen (14) calendar days prior to the effective date of termination. Consultant expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Consultant begins any work or portion of the work. Consultant expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance 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, if Consultant has started or performed portions of the

Contract prior to receiving notice of termination for convenience from the City. The City shall be liable only for the portions of work Consultant actually satisfactorily completed up to the point of the issuance of the notice of termination for convenience. The Consultant shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation for work completed to the satisfaction of the City.

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

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 Work 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;
- d) The Consultant has submitted requests for payment under this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;
- e) 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;
- f) 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;
- g) The Consultant fails to obtain or properly and timely maintain any financial assurances required by this Agreement;
- h) 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;

- i) 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;
- j) The Consultant has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;
- k) 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;
- l) 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.

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

C. Effect of Termination.

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

2. For termination pursuant to either Section III(B)(3), above, the City will be liable only for Services that Consultant 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 contractor 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.

6. The following provisions of this Agreement shall survive termination of this Agreement for any reason: I(D); II; III; IV; V; VI; XI; XII.

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 or 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 or 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 or control. Consultant will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. WAIVER OF CONSEQUENTIAL DAMAGES; SUBROGATION.

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

and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from the Services performed by the Consultant for the City

VI. INSURANCE.

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

7. 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.

8. 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)**.

9. 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.

10. 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.

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

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

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

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Consultant or its officers, employees, agents, 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. SUBCONTRACTOR PARTICIPATION REQUIREMENTS.

When engaging subcontractors, where applicable, Consultant shall take necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

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

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

IX. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Consultant hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Consultant is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Consultant Obligations. Consultant will not knowingly employ or contract with a worker without authorization to perform work under this Agreement or contract with a subcontractor that fails to certify to Consultant that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this Agreement. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant will:

1. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the worker without authorization; provided, however, that Consultant will not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

D. Compliance with Investigation. Consultant will comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Consultant violates this Section, the City may terminate this Agreement for breach of contract and Consultant will be liable for actual and consequential damages to the City.

F. Verification of Lawful Presence (C.R.S. § 24-76.5-103).

1. If Consultant is a natural person, including a sole proprietor with or without employees (*i.e.*, not a corporation, limited liability company, partnership or similar entity), and is 18 years of age or older, Consultant must: (a) complete the affidavit attached to this Agreement as **Exhibit B**; and (b) Attach a photocopy of the front and back of a valid form of identification noted on Exhibit B.

G. If Consultant executes the affidavit stating that he/she is an alien lawfully present in the United States, the City will verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security ("DHS") or a successor program designated by DHS. If the City determines through the verification process that Consultant is an alien not lawfully present in the United States, the City will terminate this Agreement without further obligation to Consultant.

X. 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:

City Contact/Title
Select Department
City of Commerce City
Address
Commerce City, CO 80022

If to Consultant:

Contractor Contact/Title
Contractor Name
Contractor Address
Contractor City, ST ZIP

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

XI. 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. No Training or Instruction. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

F. No Benefits. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

G. 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.

H. 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.

I. 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

XII. GENERAL PROVISIONS.

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

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

C. 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, *et seq.*

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

E. 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) and C.R.S. § 24-73-103(1)(b), 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.

F. 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.

G. Time 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Acknowledgement of Open Records Act. The City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, 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 ("CORA" or "Act"), C.R.S. § 24-72-201, *et seq.*, 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.**

M. 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.

N. 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

O. 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.

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.

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

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

CITY OF COMMERCE CITY

Roger Tinklenberg, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Brian Swann, Assistant City Attorney

Recommended for approval:

Joe Wilson, Director of Public Works
Public Works

CONSULTANT NAME

Signature

Printed Name, Title

[must be notarized]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before more this _____, 2021,
by _____ (Name), _____ (Title),
of _____.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT A – SCOPE OF SERVICES

[The Scope of Services in the final design contract will be based on the Project Description/Scope of Services in Attachment B to the RFP. The final Scope of Services will be based on Attachment B to this RFP, but may be modified for any number of reasons between now and contract execution, including but not limited to the contents of the selected Design Consultant's Proposal and further negotiations between the parties]

[USE THIS FORM ONLY IF CONSULTANT IS AN INDIVIDUAL/SOLE PROPRIETOR WITHOUT EMPLOYEES AND DELETE THIS INSTRUCTION!! IF CONSULTANT IS A PARTNERSHIP, LLC, CORPORATION OR INDIVIDUAL/SOLE PROPRIETOR WITH EMPLOYEES, DELETE THIS EXHIBIT ENTIRELY]

AFFIDAVIT PURSUANT TO C.R.S. § 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

☐ I am a United States citizen, or

☐ I am a Permanent Resident of the United States, or

☐ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that Colorado state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute § 18-8-503, and it will constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY

Valid forms of identification:

---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit

---current Colorado identification card

---U.S. military card or dependent identification card

---U.S. Coast Guard merchant mariner card

---Native American tribal document



7887 East 60th Avenue

Commerce City, Colorado 80022

Phone (303) 289-3627

EQUIPMENT DECLARATION

Company: _____

Date: _____

Address: _____

State and Zip: _____

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

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

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

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

Construction Equipment Declared:

Description of Equipment and/or VIN number: _____

Purchase price of above equipment and date purchased: _____

Date equipment will enter the City: _____

Date equipment will be removed from the City: _____

ATTACHMENT B TO RFP – DETAILED SCOPE OF SERVICES

PROJECT DESCRIPTION

Improvements to the Project area for E. 88th Ave and Rosemary Street have been a part of the Commerce City Comprehensive Transportation Plan since 2010. The 88th Avenue Widening Project kicked off in 2018 with the NEPA study and pre-design work. The E. 88th Ave Project was awarded a Denver Regional Council of Governments (DRCOG) 2018 Grant for NEPA and Preliminary Design to help the Project become a reality. In 2020, the Project was awarded another DRCOG grant for final design and right-of-way acquisition, showing how much regional support exists for this improvement. The Project is currently in 15% design and NEPA is expected to conclude in September, 2021 with a decision document. Final design and ROW acquisition is contingent on the NEPA decision document.

The City of Commerce City, Colorado is proposing to improve approximately 1.6 miles of E. 88th Avenue between Interstate 76 (I-76) and Highway 2. The purpose of the E. 88th Avenue Project is to improve traffic operations and accommodate current and future general vehicular traffic, heavy trucks, bicycles, and pedestrians on E. 88th Avenue between I-76 and Highway 2. The E. 88th Avenue corridor has one travel lane in each direction with signalized intersections at the northbound I-76 on- and off-ramps, Brighton Road, Rosemary Street, and Highway 2.

The 88th Avenue Project will be reconstructed as an approximately 100- to 110-foot-wide modified four-lane minor arterial from Brighton Road across a new E. 88th Avenue bridge over the O'Brian Canal to the intersection at Rosemary Street. The typical section would include an attached 5- to 6-foot-wide sidewalk on the south side of E. 88th Avenue, two 12- to 14-foot-wide travel lanes in each direction, an 8- to 20-foot-wide raised median (width narrows at left-turn bays), and a detached 8- to 12-foot-wide multiuse path on the north side of E. 88th Avenue separated from the roadway by a 6- to 12-foot-wide buffer. The alignment of E. 88th Avenue would be shifted approximately 15 to 18 feet to the north between Brighton Road and the new E. 88th Avenue bridge to accommodate the wider typical section. The Project will include storm drainage improvements to address persistent roadway flooding issues.

E. 88th Avenue between Rosemary Street and Highway 2 would be reconstructed as an approximately 85- to 100-foot-wide modified local industrial collector. The typical section would include one 11- to 13-foot-wide travel lane with an additional 4- to 8-footwide shoulder in each direction, a 12- to 16-foot-wide two-way left-turn lane at the center, a 5- to 6-foot-wide sidewalk on the south side of E. 88th Avenue, an 8- to 12-foot-wide multiuse path on the north side of E. 88th Avenue. Both the sidewalk and multiuse path would be separated from the roadway by a 6- to 12-foot-wide buffer. The alignment of E. 88th Avenue would be shifted approximately 4 to 12 feet to the north to accommodate the wider typical section.

The purpose of this RFP and subsequent contract is to advance the design of 88th Avenue to final design including ROW acquisition and construction plans. The southern limit for this Project should be designed to match with roadway improvements currently under design for the Rosemary Street Widening Project that will start south of the South Adams County Fire Station at Rosemary Street and approximately 85th Avenue. This Project will be designed and constructed with City of

Commerce City Capital Improvement and Preservation Plan Funds and a federal grant from DRCOG. This Project will be supported with Federal Funds.

SCHEDULE

The engineering design is scheduled for 2021 and 2022, with right-of-way acquisitions being also done in year 2022 and 2023. Roadway construction is scheduled to start in the spring of 2023. A detailed design schedule for the Project will be prepared by each Respondent, and updated accordingly by the selected Consultant upon issuance of the Notice-to-Proceed.

SCOPE OF SERVICES

TASK 1 - DATA COLLECTION

1. Data Review

1.1. Existing Data:

1.1.1. The City will provide the following existing data, in AutoCAD Civil3D 2019 format, that was collected as part of the 15% design effort:

- 1.1.1.1. Survey Control Diagram
- 1.1.1.2. Topographic Survey
- 1.1.1.3. Digital Aerial Photographs
- 1.1.1.4. Right-of-Way Research and Ownership Map

1.1.2. The City will provide the following reports and studies that were completed as part of the preliminary design effort:

- 1.1.2.1. Environmental Assessment – 88th Avenue | I-76 to Highway 2
- 1.1.2.2. Final Geotechnical Report, including pavement design and bridge foundation recommendations
- 1.1.2.3. Final Hydraulic Design Report for E. 88th Avenue over the O’Brian Canal
- 1.1.2.4. Final Structure Selection Report for E. 88th Avenue over the O’Brian Canal
- 1.1.2.5. Preliminary Drainage Report – E. 88th Avenue Storm Sewer Brighton Road to Hwy 2

1.1.3. Conceptual Design (15% Design for the Environmental Assessment), which includes the following in AutoCAD Civil3D 2019 format:

- Title Sheet-Standard Plans List
- Typical Sections
- General Notes
- Survey Control Diagram and Notes
- Ownership Tabulation Sheet
- Ownership Map
- Conceptual Right-of-Way Plans

- Conceptual Roadway Plan Sheets
- Conceptual Roadway Profile Sheets
- Conceptual Drainage Plan Sheets
- O'Brian Canal Bridge General Layout
- O'Brian Canal Bridge Typical Section
- Retaining Wall/Noise Barrier Plan Sheets
- Subsurface Utility Engineering Sheets (QL-D)

2. Tasks, Engineering Research and Project Management:

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. Coordinate work activities with other consultants or City staff

TASK 2 – 30% DESIGN

1. 30% Roadway Plans – Field Inspection Review (F.I.R. Plans):

- 1.1. Prepare a "Memorandum of Design – Roadway" outlining the roadway design criteria recommended by the Consultant for the Project.
- 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)
- 1.3. Preliminary striping will be shown on the preliminary roadway plan sheets. Signing plans will not be developed until final design.
 - 1.4. Consult with Commerce City on the appropriate length of deceleration/storage/taper lengths for right-turn lanes.
 - 1.5. Prepare an F.I.R.-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.
 - 1.6. Show limits of driveway reconstruction to adjacent properties on roadway plans.
 - 1.7. Design vertical profiles for each driveway.

2. **Preliminary Utility Coordination:**

- 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. 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 very soon after the F.I.R. meeting.
- 2.3. Before the F.I.R. 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 Xcel Energy regarding the Project's impacts to their utilities.
- 2.4. At the start of the F.I.R. 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.
- 2.5. 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.

3. Preliminary Construction Phasing Plans:

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

4. Preliminary Drainage Plans:

- 4.1. Review past drainage reports and other available drainage-related information (Master Plans, Flood Plain Studies, etc.).
- 4.2. Establish drainage basin boundaries and characteristics for minor cross drainages.
- 4.3. Conduct field reconnaissance to verify drainage basin boundaries for cross drainage and storm sewer design.
- 4.4. Establish drainage basin boundaries and characteristics for minor cross drainages.
- 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.
- 4.6. Inventory irrigation structures and determine necessary irrigation water structure requirements and flow rates.
- 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.
- 4.8. Establish a plan for meeting Commerce City's MS-4 requirements for permanent water quality with regard to the proposed roadway improvements.
- 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.
- 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.
- 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.
- 4.12. Include drainage items in the preliminary construction cost estimate.

5. Signing and Striping Plans:

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

6. ROW Plans:

- 6.1. Show the approximate limits of the proposed right-of-way and easements on the preliminary plan sheets, and the Ownership Map.
- 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 sidewalks.
- 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).
- 6.4. Complete appraisals of each property for acquisition of area necessary for construction of 88th Avenue, side streets, bike lanes and/or sidewalks.
- 6.5. Prepare the final legal descriptions and exhibits (Right-of-Way, permanent and temporary construction easements) for properties required for the Project.

7. Project Coordination:

- 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.
- 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.
- 7.3. Document time delays, scope of work variations, changes in input from entities and coordinate said documentation.
- 7.4. Arrange and attend a Field Inspection Review (F.I.R.) meeting with Commerce City staff and other affected parties, as required by Commerce City.
- 7.5. Prepare and distribute minutes of the F.I.R. meeting.
- 7.6. Make minor revisions to plans as agreed to by the Consultant and Commerce City. In general, F.I.R. 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.
- 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".
- 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.

8. Public Coordination:

- 8.1. 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.
- 8.2. Arrange for a location for the public open house (or Virtual event) and collaborate with Commerce City on event date/time. Any fees for meeting facilities will be paid directly by the Consultant.

- 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.
- 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.
- 8.5. Prepare the text for a Variable Message Sign (VMS) (if live event) 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 88th Avenue and Rosemary Street corridors. City will place the VMS along the Rosemary Street and 88th Avenue corridors for a period of five (5) days prior to meeting.
- 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.
- 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.
- 8.8. Attend one (1) public open house meeting. At least three members of the Consultant's staff will attend the meeting.
- 8.9. After the public meeting, prepare a report summarizing the notification process, attendance, intent of the meeting, exhibits / handouts, and public comments.
- 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.

9. Preliminary Landscape and Irrigation Plans

- 9.1. Landscape and irrigation design plans are to be prepared to be separate from the roadway plan set so that they can be bid as a separate project. Construction of the landscape Project is scheduled to be done in 2024, which would be after the construction of the roadway improvements is completed.
- 9.2. Prepare landscape planting designs for right-of-way and multi-use trail areas.
- 9.3. Prepare landscape plan base sheets at 1"=20'.
- 9.4. 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.
- 9.5. Prepare 30% complete irrigation plans to show water tap locations and mains, of sufficient detail to prepare cost estimates.
- 9.6. Determine available water pressures through contacts with the water utility and fire hydrant tests in the Project area.
- 9.7. Prepare illustrations of proposed roadway with preliminary landscape concepts for use at the public workshop.
- 9.8. Prepare preliminary cost estimates for landscape and irrigation features.
- 9.9. Attend landscaping review meeting with Commerce City.
- 9.10. Preliminary landscaping and irrigation plans will be prepared and included in the Roadway FIR set for review purposes.

TASK 3 - FINAL DESIGN

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

1. Final Roadway Plans - Final Office Review (F.O.R. Plans):

- 1.1. Revise preliminary roadway plans based on F.I.R. comments.
- 1.2. Prepare Summary of Approximate Quantities.
- 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.
- 1.4. Prepare detail sheets for various miscellaneous Project components.
- 1.5. 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.
- 1.6. Provide Commerce City Engineering Division via electronic link, a list of F.O.R. deliverables. The list will be a table indicating plan sheet number, plan sheet description, and the AutoCAD file name for each sheet.
- 1.7. Prepare F.O.R.-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 opinion of probable construction cost.

2. Final Utility Coordination:

- 2.1. Once the additional services for utility potholing are performed (soon after the F.I.R.) 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 Contractor forces
 - Confirm the duration or expected completion date of the utility work and the advance notification time requirements.
- 2.2. Conduct field reviews with utility owners as required.
- 2.3. Revise plans to reflect input from utility owners at the Utility Coordination Meeting and field reviews.
- 2.4. Prepare Utility Clearance Letters listing specific utility work elements that the Contractor shall perform, specific utility work elements that the utility owner shall perform, the duration or expected completion date of the utility work, and advance notification time requirements.
- 2.5. Submit the letters to the utility companies requesting their signature and return of the letters.
- 2.6. Prepare a utility specification listing all utility owners adjacent to the Project and the provisions of the "Utility Clearance Letters".

3. Construction Traffic Control Plans and Quantities:

- 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).
- 3.2. Prepare recommended traffic control and phasing notes sheet. Include an outline of salient construction tasks to be completed in each phase.
- 3.3. Prepare Tabulation of Suggested Traffic Control Devices, and Tabulation of Contractor Traffic Control Pay Items.

4. Final Drainage Plans:

- 4.1. Revise grading details, and other drainage details based on F.I.R. comments.
- 4.2. Prepare storm sewer profiles.
- 4.3. Design permanent Best Management Practices to meet Commerce City's MS-4 requirements for water quality for the proposed roadway improvements.
- 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.
- 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.

5. Final Signing and Striping Plans:

- 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.
- 5.2. Prepare tabulation of signs.
- 5.3. Prepare tabulation of pavement markings.

6. Right-of-Way Plans, Legal Descriptions and Exhibits

- 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 F.I.R. plans by agents of the City, as modified with comments made at the meeting and will be prepared in compliance with the applicable requirements.
- 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.
- 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 Land Surveyor responsible for their preparation.

- 6.4. Review ROW descriptions and exhibits.
- 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 it will define what parcels need to be acquired to accommodate the construction.
- 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.
- 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.
- 6.8. 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

7. Final Design Coordination:

- 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.
- 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.
- 7.3. Document time delays, Scope of Services variations, changes in input from entities and coordinate said documentation.
- 7.4. Arrange and attend Final Office Review (F.O.R.) meeting with Commerce City staff and other affected parties, as required by Commerce City.
- 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.
- 7.6. Prepare and distribute minutes of the F.O.R. meeting.
- 7.7. Make minor plan revisions after the F.O.R. as requested by Commerce City. Submit two sets of plans (22" x 34"), five set of plans (11" x 17") and seven sets of technical specifications (8.5" x 11") with F.O.R. 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.

7.8. Submit one Record Set of Approved Post-F.O.R. Plans (8-1/2" x 14") and Specifications with a P.E. Seal to Commerce City.

8. Construction Stormwater Discharge and Dewatering Permits:

- 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 the meeting.
- Consultant will prepare a Stormwater Management Plan (SWMP). The prepared SWMP will identify temporary sediment and erosion controls that are to be used during construction for different contaminants. Following preparation of the SWMP, Commerce City will review the Construction Phasing Plans and traffic control plans which are also prepared by the Consultant.
 - 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..
 - 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.
- 8.2. 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.
- 8.3. Include the Commerce City prepared SWMP, and the approved "Erosion & Sediment Control Plan" sheets in the "For Bid" set of plans.
- 8.4. 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.
- The Project Special Provisions prepared by the Consultant will include a requirement that the Consultant transfer the Dewatering Permit to the Contractor's company before construction begins, and that the Consultant amend the permit during construction if the Contractor's operations are inconsistent with these statements or any other portion of the permit.

9. Final Landscape and Irrigation Plans

Landscape and irrigation design plans are to be prepared to be separate from the roadway plan set so that they can be bid as a separate project. Construction of the landscape project is scheduled to be done in the spring of 2024, which would be after the construction of the roadway improvements is completed. The bid set, however, will be developed at the same time as the roadway bid package. 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 an additional service under Section 4.2.

- Selection of specific plant materials and seed mixtures.

- Preparation of irrigation details and specifications (specifications based on CDOT Standard Specifications for Road and Bridge Construction, latest version anticipated to be released in 2019).
- Preparation of final layout plans showing the proposed landscape elements.
- Preparation of plant list, plant counts and landscape cost estimates.
- Preparation of planting details.
- Preparation of irrigation construction plans.
- Preparation of tabulation of planting quantities and irrigation quantities.

10. Final Geotechnical Report:

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

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 Engineer shall provide electronic versions of all deliverables upon request.

TASK 1 - DATA COLLECTION:

- Two (2) copies each:
 - Draft and Final Geotechnical Reports (Task 1.2.3)
 - Environmental Site Assessment Report (1.4)
 - Environmental Clearance Letter (Task 1.5)
 - Minutes of Onsite Kick-off Meeting (Task 1.1.1)
 - Project Schedule (Task 1.1.4)
 - Ownership Map (Task 1.2.2.3)
- One (1) copy of each:
 - Bound Photo Log of existing roadways (Task 1.1.2)
 - Mounted digital color aerial photograph of Project (Task 1.2.1)
 - Survey Notes for HARN Network Coordinate Tie Loop (Task 1.2.2.2) following Colorado Subsurface Utility Law (SB18-167).
 - Field Survey Notes (Task 1.2.3)

TASK 2 - PRELIMINARY DESIGN 30% (FIR):

- Ten (10) copies each:
 - F.I.R. Preliminary Roadway Plans (11"x17") (Task 2.1)
 - F.I.R. Preliminary Landscaping Plans (11"x17") (Task 2.9)
- Two (2) copies each:
 - Phase II Drainage Report (Task 2.4.11)
 - Memorandum of Design – Roadway (including design criteria) (Task 2.1.1)
 - F.I.R.-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 2.1.1)
 - Public Meeting Announcement (Task 2.8.4)
 - Newspaper Announcement for Public Meeting (Task 2.8.4)
 - Pdf files of Public Meeting Exhibits (Task 2.8.7)
 - Public Meeting Report (Task 2.2.9)

TASK 3 - FINAL DESIGN (FOR):

- Ten (10) copies each:
 - F.O.R. Roadway Plans (11" x 17" plans) and Technical Specifications (Task 3.1)
 - F.O.R. 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)
- F.O.R.-level Opinion of Probable Construction Cost (Task 3.1.7)
- Stormwater Construction Dewatering Discharge Permit Application (Task 3.8.4)
- One (1) copy each:
 - Utility Clearance Letters (Task 3.2.4)
 - F.O.R. Plans (11" x 17" plans) and Technical Specifications (Task 3.1.5)
 - 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)
 - Title Commitments (Task 3.6.3)
 - 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 that 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 is being 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.

-

1. Additional Right-Of-Way Services:

- 1.1. Prepare additional title commitments and update ownership map as outlined in Task 3.7 of this Scope of Services.
- 1.2. Prepare additional descriptions and exhibits or revise descriptions and exhibits per landowner input, as outlined in Task 3.7 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.
- 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.

2. Utility Potholing:

- 2.1. Upon mutual agreement between the Consultant and Commerce City that location of underground utilities is necessary to determine or resolve conflicts, the Consultant shall perform the following services upon written notice from Commerce City.
- 2.2. Using non-destructive techniques, locate underground utilities on the Project site.
- 2.3. Survey the pothole locations.
- 2.4. Document the field locations and include the information in an updated Memorandum of Design - Utilities.
- 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.
- 2.6. The number of potholes excavated will be dependent on locations, timing and budget amount.

3. Property Owner / Citizen Coordination:

- 3.1. From right-of-way research, determine names and addresses of up to 100 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. Plan Changes After Final Office Review (F.O.R.) Comments:

- 4.1. After a period of eight weeks past the date of the Final Office Review (F.O.R.) meeting, make changes to the plans based 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.
- 4.2. 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 2022.

5. Plan Reproduction Services:

- 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.
- 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.

6. Water and Sanitary Sewer Line Relocations:

- 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:
- 6.2. 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.
- 6.3. 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.

- 6.4. Prepare construction cost estimates for the preliminary and final design tasks of the water and/or sanitary sewer line design.
- 6.5. All permit and plan review fees will be paid directly by Commerce City and are not included in the Scope of Services.

7. Retaining Wall Design:

- 8.1 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:
- 8.2 Conduct a geotechnical investigation to determine the soil characteristics in the retaining wall location.
 - Drill additional exploratory test holes at the location where the retaining wall is to be located and obtain appropriate soil samples.
 - 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.
- 8.3 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.
- 8.4 Prepare a plan, profile and structural details of the retaining wall.
- 8.5 Prepare Project special provisions for the retaining wall elements.

8. Miscellaneous Additional Surveys:

- 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.

9. Additional Project and Public Coordination:

- 9.1. Attend additional Project progress meetings as requested by Commerce City. Prepare meeting minutes for additional progress meetings.
- 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.
- 9.3. Arrange for a location for the public open house (or Virtual event). Any fees for meeting facilities will be paid directly by the Engineer, as an Additional Service.
- 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.
- 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.
- 9.6. Prepare the text for a Variable Message Sign (VMS) (if live event) 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 Rosemary Street Corridor. No

fixed-message signs announcing the public open house will be prepared or posted for this Project.

- 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.
- 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.
- 9.9. Attend one (1) public open house meeting. Three members of the Consultant's staff plus a greeter will attend the meeting.
- 9.10. After the public meeting, prepare a report summarizing the notification process, attendance, intent of the meeting, exhibits / handouts, and public comments.
- 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.
- 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

10. Bid Services:

- 10.1. The bidding services included in the base services are for both the roadway package to be advertised in 2022 and for the landscaping package to be advertised in 2023.
- 10.2. Prepare the Bid Package, including bid forms, Project Special Provisions, Standard Special Provisions, which will comprise the Contract Documents. Standard Commerce City and CDOT forms and formats will be used for the Contract Documents.
- 10.3. Attend the Pre-Bid meeting and prepare the meeting minutes.
- 10.4. Prepare addenda to the bid plans and specifications during the advertisement period, as requested by Commerce City.
- 10.5. Attend the Bid Opening and prepare bid tabulation for the Project.
- 10.6. Reproduction of plans for distribution to prospective bidders is not included in the Base Scope of Services, but is included in Additional Services Task 4.1.
- 10.7. 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 '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 Contractor, subcontractors, 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 2023. 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.