



**Request for Proposals for Preliminary and Final Design of  
Bridges located at:  
Potomac Street and O'Brian Canal, Structure No. 07-0.2-01  
Peoria Street and Burlington Ditch, approximately 30 feet  
south of East 112<sup>th</sup> Avenue**

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

**Date: April 6, 2020**

**I. REQUEST FOR PROPOSALS**

The City of Commerce City ("City") seeks proposals for the provision of professional engineering and right-of-way acquisition services ("Services"), on a non-exclusive basis, as set forth in this Request for Proposals ("RFP"). More specifically, the City is seeking a qualified design contractor to perform preliminary and final design work for two new bridges that will be constructed within the City: one to be located at Potomac Street and the O'Brian Canal ("Potomac Bridge"), and the other to be located at Peoria Street and the Burlington Ditch ("Peoria Bridge;" together, the "Bridges").

The anticipated start date is 5/26/2020. The term is for a 1-year period, subject to annual appropriation.

**Questions regarding RFP requirements must be received by Mark Winnen, Project Manager in writing at [mwinnen@c3gov.com](mailto:mwinnen@c3gov.com) by 5:00 PM MT on Thursday, April 16, 2020.** Oral and late questions will not receive responses.

**RFP will be received at Rocky Mountain E-Purchasing System ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)) until 4:00pm p.m. MT, Wednesday, April 29, 2020. Additional information regarding this Project may be accessed at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). RFP's that are received will be downloaded and reviewed by the City of Commerce City.**

Mark Winnen, Project Manager, City of Commerce City,  
8602 Rosemary Street, Commerce City, CO 80022, [mwinnen@c3gov.com](mailto:mwinnen@c3gov.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. SCOPE OF SERVICES**

The Contractor shall perform all Services described in this RFP and all obligations set forth in the draft contract (Attachment A).

The Contractor will:

- Collect data on the proposed road and bridge areas, including design information, environmental information and property ownership information.
- Provide preliminary design of bridge and road improvements, including utility coordination, drainage improvements, public meetings and street, sidewalk and trail design.
- Provide final design for bridge and road improvements, utility relocations, drainage improvements, addition of sidewalks and urban trail, and landscape additions.
- Identify properties where right-of-way acquisition or construction easements are required.

The Contractor will provide all labor, tools, equipment, and materials to perform the Services. The Contractor will coordinate with other City contractors as necessary. The Contractor shall be responsible for all safety training, procedures and requirements.

## **III. 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, addenda, and fee proposal) 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 DESIGN CONTRACTOR & KEY PERSONNEL.** 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. 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.
- F. 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.
- G. FEE PROPOSAL.** A fee proposal **IN A SEPARATE SEALED ENVELOPE** consisting of:
- a. The total cost of Services provided; submitted as a total amount for all Services and also the total amount for each Bridge project, to be billed on a monthly basis.
  - b. Estimated costs for each sub-section in the Scope of Services, including Additional Services, broken down by task. Fee proposals must include sufficient detail to allow insight into the fairness and reasonableness of the price.
  - c. Any sub-consultant's costs shown as separate line items.
  - d. An hourly rate sheet showing the hourly rates, by position, for typical positions such as Project Manager, Project Engineer, etc.
  - e. The proposed rate for any Additional Services that may be proposed.

Rates should include all costs of performing the Services (including without limitation, mileage, equipment, supplies, permits, licenses, overhead, profit, etc.) With respect to the base Services, it is the City's intent to enter into a contract with the successful Respondent for an amount not to exceed the total estimated cost for the base Services, and to compensate the Design Contractor for the actual time and materials expended, by task. Although the City does not anticipate compensating Respondent for any additional items or expenses, any such additional amounts to be charged to the City should be identified in the fee proposal.

#### IV. SELECTION

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

- Respondent qualifications
- Past experience, representative work, and references
- Proposed method and approach to fulfill the City's needs
- Price

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 and complete Services on time, history of performance, reputation, ability to obtain necessary equipment, data, and facilities, and any other factor 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 Respondent. Selection of any Design Contractor 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 Design Contractor 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.* An entire Proposal shall not be marked or identified as 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.

# PROJECT DESCRIPTION; DETAILED SCOPE OF SERVICES

## City of Commerce City, Public Works

### Potomac and Peoria Street Bridge Replacements

This Request for Proposals (RFP) entails obtaining the engineering consulting design services, bid document development and construction oversight for the Engineering Design of Two (2) structures located in City of Commerce City. The Potomac Street Bridge over the O'Brian Canal will be partially funded by CDOT Funds. DBE goals are not required. The Potomac Street bridge will have to adhere to CDOT requirements, such as; all the resource reports leading to the environmental clearance (air, noise, water, historic, hazardous materials, biological, 4f/6f, wetland delineation, paleontology, archaeology and threaten and endangered species), survey for SUE requirements (underground utilities), traditional land survey, preparing right of way plans if you expect the need for any right of way (property purchase, permanent easements, temporary easements), utility agreements, and meetings at the FIR(30% design), FOR(90% design). Time and expenses for each structure will have to be kept separate. Both structures may have to be constructed while water is flowing through the ditches. Both bridge designs will have to accommodate this obstacle. Both structures will have to meet the requirements of the individual Ditch Companies.

**Project Background:** Bridge design and production of bid specifications and plan drawings for the Two structures listed below.

Structure No. 1.)

- Potomac Street and O'Brian Canal, Approximately 700 ft. North of Colorado Blvd. Structure number 07-0.2-0, Latitude 39d 54' 14" Longitude 104d 49' 40"

Structure No. 2.)

- Peoria Street and Burlington Ditch, Approximately 30 ft. South of 112<sup>th</sup> Ave. No structure number due being a minor structure

## SCHEDULE

The engineering design is scheduled for spring 2020 with right-of-way acquisitions being completed by start of construction in the summer 2020. Road and Bridge construction is scheduled to start in the late summer early fall of 2020. A detailed design schedule for the project will be prepared by the Design Contractor, and updated upon given the Notice-to-Proceed.

## SCOPE OF SERVICES

Specifically, the Scope of Services shall consist of the following phases of work and enumerated work tasks:

### **TASK 1 - DATA COLLECTION**

#### **1. Engineering Research:**

- 1.1. Conduct a project Onsite Kick-off Meeting to walk the length of the project. The inspection will be attended by members of the Design Contractor's design team and Commerce City staff. Prepare minutes of this inspection meeting.
- 1.2. Using digital photography, conduct a field inventory and generate a Photo Log of the existing roadways with labels describing what direction and subject, including the date of the photography.
- 1.3. Formulate format for plan sheets to be reviewed by Commerce City staff.
- 1.4. Update the Project Schedule.
- 1.5. Coordinate with all Ditch Companies regarding working and building structures over and through their waterways.
- 1.6. Work with the City in getting all necessary permits and fees for construction of Bridges in Ditch Company right of way.

#### **2. Design Surveys and Mapping:**

- 2.1. Aerial mapping will be required for the project (Two-foot contour intervals). Design Contractor will perform supplemental field surveys to obtain the detail required to design approach roadways, driveways and pavement widening.
- 2.2. **Right of Entry:**
  - 2.2.1. Prepare right of entry request letters to property owners immediately adjacent to the corridors that we require access from for the purpose of surveying. Letters will be prepared in in compliance with CDOT protocol and mailed to the owners of each property. Should there be no response to the letter; Design Contractor will attempt to contact the individual at the residence or business to request access to the property for the purpose of surveying.
  - 2.2.2. Establish horizontal and vertical control for the project based on the High-Accuracy Reference Network (HARN) and existing NGS benchmarks resulting in a NAD83 2011 horizontal datum and a 1988 NAVD vertical datum based on the Colorado Subsurface Utility Law (SB18-167). The section line will be the project survey line for Brighton Road. Establish horizontal control lines for intersecting streets. Establish ties to two or more section corners. Final CAD drawings and spreadsheets must include point numbers, state plane coordinates and elevations, bearings & distances between aliquot corners, street names, geodetic coordinates, ground based coordinates,

scale factors and convergence angles, etc. Prepare and submit DWG. files for all survey and design drawings. Include a copy of all Monument records used in survey.

**2.2.3.** Prepare a Survey Control Diagram for the project showing existing monuments that were utilized and newly established monumentation. The Survey Control Diagram will be prepared in accordance with CDOT criteria. Control points established for this survey will be monumented with durable monuments for use during construction, and referenced on the Ownership Map.

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

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

Include the existing visible features as follows:

- Any existing private improvements that lie within the City's existing right- of-way.
- Manhole and storm sewer inlet invert and rim elevations and sizes, inverts and direction of pipes in manhole. Note sizes of manholes. Determine pipe sizes and flow directions to the greatest extent possible from the surface. For safety, surveying personnel will not be required to enter confined spaces such as manholes and vaults. The marked utilities will subsequently be field surveyed and delineated on the design survey. All visible utility surface appurtenances will be field located and shown on the design survey. Invert elevations will be obtained from all accessible utilities, i.e. storm and sanitary sewers. We anticipate that traffic control will be required to obtain utility information.
- Culvert sizes, materials and invert elevations.
- Irrigation ditches.
- Signs, including sizes and types.
- Earthen berms, including top and toe of slopes.
- Edges of pavement, flow line, lip of curb pan, and roadway crown.
- Curbs, gutters and sidewalks and survey topography at intersections, providing curb return elevations, radius returns, centerline profiles and signal equipment information (where applicable).
- Surface utility evidence such as utility poles, junction boxes and any signs or markers indicating location of underground utilities on the project, not identified on the aerial mapping. For the protection of field personnel, provide traffic control for this task, as necessary.
- Horizontal and vertical locations will be completed in accordance with the NAD83 2011.



- Survey geotechnical test holes locations (6 anticipated) and show them on the project plans.
  - Review survey data and incorporate supplemental data into computer database.
  - Merge the aerial and supplemental field survey into a single, coordinated base map for design use.
3. **Right-of-Way Research and Ownership Map** - Right-of-way (ROW) acquisition, and easements or temporary construction easements acquisition will be required at each Bridge. Coordination with each Ditch Company will need to be done, and adhering to their requirements and approval processes will be needed. Both Bridges will have separate rights of way and properties affected by this project. Services shall also include ROW negotiation and acquisition, preparation of ROW plans and legal descriptions, and preparation of environmental documentation and reports.
- 3.1. Prepare and submit an ownership map reflecting the right-of-way limits based on record information, without purchasing title commitments. Show current recorded names of owners, their addresses, and their Property Identification Number (PIN) per the County Assessor.
- 3.2. 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).
- 3.3. Complete appraisals of each property for acquisition of area necessary for construction of Bridges.
- 3.4. Complete the acquisition of all right-of-way and temporary easements necessary to construct the Bridges. This task includes but is not limited to conducting appraisals, preparing offer letters, conducting negotiations in good faith, preparing final legal descriptions and exhibits, coordinate and attending real estate closings, and coordinating with the City's legal counsel.
4. **Environmental Site Assessment** – As part of the Services, Design Contractor shall conduct design and environmental analysis to complete a study that will identify a recommended alternative, potential environmental impacts and mitigation for those impacts, and satisfy the goals of the Bridge Project, consistent with all applicable state and federal law. The Environmental Assessment, including the decision document, must be completed within approximately 6 months from the issuance of the Notice to Proceed.
5. **Environmental Clearance Letter** - Prepare an "Environmental Clearance Letter" which outlines the results of the wetlands investigation, provides an opinion of the likelihood of the existence of rare or endangered species in the project areas, and provides the results and recommendations of the various federal and state agencies responsible for environmental regulation regarding current design requirements and any anticipated future requirements, as

well as the environmental performance requirements during construction to avoid construction delays.

6. **Geotechnical Design:** Meet with the City in the field to review the geology of the project area with respect to geologic hazards, swelling soils, past roadway failures, and areas of high maintenance, and any areas of special subgrade treatments. Discuss any special geologic conditions that would impact the pavement design (dipping bedrock, presence of bentonite, bedding, soil types, etc.).
- Using available maps and utility location services, locate utilities prior to drilling test holes. Engineer and Geotechnical Engineer will lay out proposed locations for test holes following CDOT 2020 M-E Pavement Design Manual.
  - Drill test holes to a depth that is adequate for a foundation design. Test holes will be drilled to obtain a soil profile for pavement design and excavation conditions for bridge abutment design. Drill test holes in the existing pavement along the corridor to determine pavement and sub-grade material thickness. Drill primarily in areas where it is anticipated that existing pavement may be salvaged. At each of these test holes:
    - Measure groundwater depths.
    - Collect representative soil samples.
  - Perform laboratory tests on representative samples:
    - Maximum Density at optimum moisture content
    - R-Value
    - Natural Density and Moisture Content
    - Atterberg Limits
    - Gradation Analysis
    - Swell/Consolidation Tests (expansive properties of soils)
    - Water Soluble Sulfates
    - Unconfined Compressive Strength
  - Review test results and make recommendations for the pavement thickness required for flexible pavements and special subgrade treatments, if required. The pavement thickness recommendations should consider minimizing impacts to the existing underground utilities, and constructability.
  - Conduct an economic analysis of various asphalt pavement sections to determine the best design. Concrete pavement design alternatives are not to be included in the analysis. Provide a cost comparison between pavement section alternatives based on the estimated total quantities for this project so that the City can make an informed decision regarding the best pavement section for this project.
  - Prepare a Geology Map of the project limits to illustrate the changes in geology and soil types on the project.

- Prepare soil log sheets to illustrate the changes in geology and soil types in the project corridor.
- Prepare and submit bound Draft Geotechnical Reports to the City for review.
- Meet with the City after the completion of the draft report to develop a consensus on pavement types, sections, and subgrade treatment alternatives to be used for the project.
- Make revisions and submit final report to City upon concurrence of the findings of the draft report.

## **TASK 2 - PRELIMINARY DESIGN**

### **1. Preliminary Roadway Plans – Field Inspection Review (F.I.R. Plans):**

- 1.1. Prepare a “Memorandum of Design – Roadway and Bridge” outlining the roadway bridge design criteria recommended by the Design Contractor 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 must 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. Ownership Map:**

- 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 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) Design Contractor 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 Design Contractor 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 and collaborate with Commerce City on event date/time. Any fees for meeting facilities will be paid directly by the Design Contractor.
- 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) message announcing the public meeting. Design Contractor will provide this text to Commerce City staff, who will post the message on City-owned signs and place the signs along the Brighton Road corridor. City will place the VMS along the East 104<sup>th</sup> Avenue and East 112<sup>th</sup> 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 Design Contractor'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**

- 9.1. The intent of the Landscape design plans is to match existing conditions at each structure.
- 9.2. Prepare landscape 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 types of vegetation to be used. No wetland area planting will be included in the project for these segment.
- 9.5. Prepare illustrations of proposed roadway with preliminary landscape concepts for use at the public workshop.
- 9.6. Prepare preliminary cost estimates for landscape.
- 9.7. Attend review meeting with Commerce City.
- 9.8. Preliminary landscaping 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 County, 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 intergovernmental agreements (IGAs) or utility agreements cost sharing is anticipated for various project elements, pay items and costs for these items will be broken out in the project opinion of probable construction cost.

## **2. 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, 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 construction contractor shall perform, specific utility work elements that the utility owner shall perform, the duration or expected completion date of the utility work, and advance notification time requirements.
- 2.5. 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 Design 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 BMP's 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 by Commerce City 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 Commerce City 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 by Commerce City 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 Design Contractor to be necessary to construct the project.

**7. Final Design Coordination:**

- 7.1. Attend regular progress meetings as appropriate. At least three (3) meetings with up to three (3) Design Contractor 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 Design Contractor will meet with the Commerce City stormwater staff to outline the approach to developing the plans. The Design Contractor will develop the Erosion Control Plans based on direction received at the meeting.
  - Design Contractor 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 Design Contractor.
  - The Design Contractor 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 Design Contractor 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. Design Contractor 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, Design Contractor 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. Design Contractor will pay for the filing fee for this permit, if it is determined that it is needed before construction begins. The Design Contractor will pay the fee permit if the Design Contractor determines that it is needed during construction, and Commerce City has not already obtained the Dewatering Permit.
- 8.5. The Project Special Provisions prepared by the Design Contractor will include a requirement that the Design Contractor transfer the Dewatering Permit to the construction contractor's company before construction begins, and that the construction contractor amend the permit during construction if its operations are inconsistent with these statements or any other portion of the permit.

## **9. Final Landscape and Irrigation Plans**

The intent of the Landscape and Irrigation plans are to match existing property owners' landscaping, in those areas that are disturbed during construction. Native seeding in right of way will be the norm unless the property owner has sod and irrigated landscaping that will need to be restored. Design Contractor's obligations under this section include:

- Selection of specific seed mixtures.
- Preparation of irrigation details and specifications (specifications based on CDOT Standard Specifications for Road and Bridge Construction, 2019).
- Preparation of tabulation of planting quantities and irrigation quantities.

## **PROJECT DELIVERABLES (TASKS 1-3)**

The Design Contractor 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 Design Contractor shall provide electronic versions of all deliverables upon request.

### **TASK 1 - DATA COLLECTION:**

- Two(2) copies each:
  - Draft and Final Geotechnical Reports (Task 1- 6)
- Two (2) copies each:
  - Environmental Site Assessment Report (Task 1-4)
  - Environmental Clearance Letter (Task 1-5)
- One (1) copy of each:
  - 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)

- One (1) copy 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:**

- Ten (5) copies each:
  - F.I.R. Preliminary Roadway Plans (11"x17") (Task 2- 1)
- Two (2) copies each:
  - Phase II Drainage Report (Task 2- 4.11)
- Two (2) copies each:
  - 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:
  - 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:**

- Ten (10) copies each:
  - F.O.R. Roadway Plans (11"x17" plans) and Technical Specifications (Task 3.1)
  - F.O.R. Landscaping Plans (11"x17" plans) and Technical Specifications (Task 3.9)
- Three (3) 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)
- Two (2) copies each:
  - 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 (8.5"x14" plans) and Technical Specifications (Task 3.1.5)
  - F.I.R. Preliminary Roadway Plans (8.5"x14") (Task 3.1.1)
  - Electronic version (Excel) of Right-of-Way Tabulation of Properties (Task 3.6.5)
  - Minutes of Meetings and Phone Conversations (Task 3.7.6)
  - Original 11" X 17" Final Plans and Technical Specifications (with Post-FOR revisions) (Task 3.7.7)
  - Plans and Technical Specifications with P.E. Stamp (Record Set) (Task 3.7.8)
  - 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 Design Contractor:

- 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 Design Contractor 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 Design Contractor 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 Design Contractor'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.

### **2. Utility Potholing:**

- 2.1. Upon mutual agreement between the Design Contractor and Commerce City that location of underground utilities is necessary to determine or resolve conflicts, the Design Contractor 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 40 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 bases on comments from Commerce City staff or due to right-of-way negotiations. The amount in the estimate is a 'place holder' to set aside a budget for this activity should the need arise.

**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 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 Design Contractor 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 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 Design Contractor 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 100 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. 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. 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 Design Contractor'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 Design Contractor 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. 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.
- 10.2. Attend the Pre-Bid meeting and prepare the meeting minutes.
- 10.3. Prepare addenda to the bid plans and specifications during the advertisement period, as requested by Commerce City.
- 10.4. Attend the Bid Opening and prepare bid tabulation for the project.
- 10.5. Reproduction of plans for distribution to prospective bidders is not included in the Base Scope of Services, but is included in Additional Services Task 4.1.
- 10.6. Provide the following deliverables (2 copies each):
  - Bid Tabulation
  - Addenda

## **TASK 5 - CONSTRUCTION DESIGN SUPPORT SERVICES** **(ROADWAY)**

The Design Contractor on an "on-call" and "regular visit" basis will perform part-time construction observation services, during the project construction period. The Design Contractor's Project Manager and/or Project Engineer will be designated to serve as the Design Contractor's



representative. The Design Contractor'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 City.

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 construction contractor's work to be in compliance with the intent of the plans and specifications. The Design Contractor will not, at any time, control, direct, or otherwise directly or indirectly supervise the construction operators, the construction 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 2021. Services will be provided at the standard hourly rates for the Design Contractor, current for the period the work is completed. The Design Contractor is not obligated to provide services beyond the budget amount established and approved by Commerce City for these construction observation/design Services.

## ATTACHMENT A

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (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 **CONTRACTOR LEGAL NAME**, a **home state** **Select Entity Type** whose principal business address is **Contractor principal business address** (“Contractor”).

WHEREAS, the City desires to retain the services of Contractor, and Contractor 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, Contractor 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 Contractor.

B. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement.

#### C. Deliverables.

1. Electronic format. Contractor 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. Contractor’s failure to do so will constitute a material breach of this Agreement. Contractor will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Contractor pursuant to this Agreement will at all times be considered the property of the City.

2. Spatial Data. Deliverables including spatial data (GIS/AutoCad) will include geospatial datasets (those generated from GPS, survey data, or other derived geospatial data like orthography) in Environmental Systems Research Institute, Inc.’s (“ESRI”) file/personal geodatabase or shapefile format, including a coordinate system projection information or file. Point features will be generated as point shapefiles, linear features will be generated as line shapefiles, and area features will be generated as polygon shapefiles. Any geospatial dataset derived from new or existing geospatial data will be in file/personal geodatabase or shapefile format, along with an explanation of the method used to generate the derived geospatial data. Spatial Coordinate or Survey System will be documented and used, along with a coordinate system projection file for said data. Contractor will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information.

3. Digital images. Contractor 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. Contractor 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.

D. Contractor Representations. Contractor warrants and 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. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City.

E. Warranties. Contractor 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 Contractor, and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel. Contractor further represents that all application software developed or implemented by Contractor under this Agreement, when used in accordance with its associated documentation, shall not infringe upon the rights or marks of a third party. Contractor further 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. Contractor will perform all work in a professional, workmanlike, and timely manner. Contractor will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf.

G. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

H. Subcontractors. Contractor 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. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

J. Rate of Progress. Contractor will complete all Services to the City's satisfaction within 1-year. At the City's request, Contractor 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 Contractor 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. Contractor will cooperate with the City relating to such monitoring and evaluation.

L. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor 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 and workplace violence. Policies will be made available to Contractor upon request. Contractor 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. Contractor 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 Contractor for work actually performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed \$**Numerical Dollars & Cents (if applicable; otherwise, modify accordingly)**. The compensation established by this Agreement includes all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Changed Conditions. Contractor 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.

C. Invoices. Contractor 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 Contractor seeks reimbursement, and the total amount that Contractor claims is due.

D. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor'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.

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

F. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

## III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until **Click here to enter a date** ("Term"), unless the Term is extended in by validly executed written amendment.

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written

notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor 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 (“Breach”), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor 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 Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, 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 Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

C. Contractor’s Remedies for Breach.

1. Contractor 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. Contractor will first provide the City written notice of Contractor’s intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

**IV. INDEMNITY.**

Contractor 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 Contractor, its employees, agents, or other persons acting under Contractor’s direction or control. Contractor will indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the “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 Contractor and/or its employees, agents or representatives or other persons acting under Contractor’s direction or control. Contractor 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. INSURANCE.**

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

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

4. Professional Liability Insurance. If Contractor 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 Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

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

The limits of any insurance required by this Agreement will not limit Contractor'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 Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor 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 Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor 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. Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. No “Pollution Exclusion.” The insurance required by this Agreement will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least **Two Million Dollars (\$2,000,000)** each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Contractor 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 Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor 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. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

## VI. 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. Contractor Responsible for Tax. Contractor 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/doing-business/bid-postings>

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor 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 Contractor 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, Contractor 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 Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

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

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that



Contractor 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. Contractor 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. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; 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 illegal alien; provided, however, that Contractor 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 an illegal alien.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the “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 Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor 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 Contractor 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, Contractor 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.

2. If Contractor 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 Contractor is an alien not lawfully present in the United States, the City will terminate this Agreement without further obligation to Contractor.

## VIII. NOTICES.

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



If to the City:

Brent Soderlin / City Engineer  
Public Works  
City of Commerce City  
8602 Rosemary Street  
Commerce City, CO 80022

If to Contractor:

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

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

## IX. GENERAL PROVISIONS.

A. Independent Contractor. **The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venture of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor'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. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

C. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor 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 court costs and reasonable attorney fees from the non-prevailing party.

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

E. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor'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.

F. 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 Contractor will be deemed to be only an incidental beneficiary under this Agreement.

G. 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.

H. 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 Contractor 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.

I. 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.

J. Acknowledgement of Open Records Act. Contractor acknowledges that 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.

K. 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.

L. Counterparts. 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.

M. 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

Brian K. McBroom, City Manager  
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan Gibson, Deputy City Clerk

Brian Swann, Assistant City Attorney

Recommended for approval:

Joe Wilson, Director of Public Works  
Public Works

**CONTRACTOR NAME**

Name, Title

**[must be notarized]**

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

The foregoing Agreement was acknowledged before more this \_\_\_\_\_, 2015,  
by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title),  
of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_  
Notary Public

**EXHIBIT A**

**[USE THIS FORM ONLY IF CONTRACTOR IS AN INDIVIDUAL/SOLE PROPRIETOR WITHOUT EMPLOYEES AND DELETE THIS INSTRUCTION!! IF CONTRACTOR 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

# EQUIPMENT DECLARATION

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

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

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

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

7887 East 60<sup>th</sup> Avenue

**Note:** Construction equipment that was not otherwise subjected to the Commerce City, Colorado 80022 , and which is located within the boundaries of the City of Commerce ) consecutive days or less, will be subjected to the use tax of Commerce Phone (303) 289-3627 e 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: \_\_\_\_\_