



**REQUEST FOR QUALIFICATIONS  
RFQ-JN-14-16**

**Submittal Due Date: Thursday, July 17, 2014 By 4:00 pm**

**TABOR STREET  
PROPERTY ACQUISITION SERVICES  
For RECONSTRUCTION**

**Recommended Pre-Bid Meeting: Wednesday July 2, 2014 at 10:30 AM**

**Qualifications must be mailed or delivered to:**

City of Wheat Ridge Municipal Building  
Attention: Jennifer Nellis, CPPB  
Purchasing and Contracting Office  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

**Important: Please read entire document.**

FEIN/SSN (Required) \_\_\_\_\_  
Federal I.D. Number

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Typed/Printed Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
This is required. Must be in ink.

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Bidder acknowledges receipt of the following addenda: \_\_\_\_\_  
(Bidder is responsible for following up on all addenda)

Do you accept Visa for payment as it is our preferred method \_\_\_\_\_

**Do not contact the requesting department or member of the evaluation committee.**

Signature acknowledges that Proposer: has read the documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work, terms, and conditions, and is submitting without collusion with any other individual or firm. Do not submit more than one proposal from your firm or both proposals will be disqualified. You must submit this page with an authorized signature.

**Point of Contact:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us), fax 303-235-2811, or phone 303-235-2811.

**This signature page must be included in the submittal.**



**REQUEST FOR QUALIFICATIONS  
RFQ-JN-14-16  
TABOR STREET  
PROPERTY ACQUISITION SERVICES  
For RECONSTRUCTION**

**I. General Information**

The City of Wheat Ridge (COWR) Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to the Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. Our governing body consists of eight Council members, Mayor and City Manager.

**A. Background**

Funds are allocated for this project and have been approved by City Council for this budget year. The acquisition phase of the project is expected to start in September 2014 and be completed by May 2015. This RFQ timeline is tight to accommodate the anticipated start schedule.

**B. Summary Project Description**

The Consultant will make available the necessary resources to support the City. The Consultant will provide consulting and professional services through its own forces or sub-consultants for property acquisition related services. The Consultant will, under the general direction of the Project Supervisor or his designated representative, furnish experienced, professional personnel who shall function as if they were an extension of City staff, while nonetheless remaining exclusively the employees of the consultant, an independent contractor, or supply the necessary Services to supplement City staff as needed.

Presented below is a list of potential activities that may be issued to the Consultant as part of this Agreement. This list is not all-inclusive and shall be subject to changes during the term of the agreement when additional City needs are identified. The Consultant will not necessarily be the City's sole provider for all services listed.

**1. Property Acquisition Services**

- a. Boundary surveying – Perform necessary boundary surveys to allow preparation of easements and/or deeds.
- b. ROW plans – Prepare the ROW plans for submittal to RTD and the individual easements and/or deeds.
- c. Property acquisition – Negotiate with individual property owners to obtain right-of-way and/or easements to allow construction of the project. Includes appraisals, title, and closing services. All acquisition must follow the procedures outlined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended in 1987.

**C. General Requirements**

The following general requirements will be necessary to provide the services required for this project:

**1. Document Format Requirements and Document Control**

All documentation prepared by the Consultant shall be in written text to include, but not be limited to, manuals, plans, correspondence, drawings, graphs, charts, illustrations, etc. The deliverable media shall be standard 8 ½ x 11 inch bound text documents, standard 22 x 34-inch drawings and half size 11 x 17-inch drawings. All documentation shall be written to industry standards, indexed, complete, accurate, legible and subject to review and approval by the City.

The Consultant shall be required to provide complete security and confidentiality for all data and information. Data and information shall not be released without specific City authorization. Requests for release of any public information shall be referred to the City.

All information and documentation prepared by the Consultant shall be owned by the City for full City use and shall be surrendered to the City when requested.

## 2. Standard Computer Applications

All documents submitted by the Consultant shall also be provided in an electronic format acceptable to the City. The Consultant shall maintain compatibility with City applications and operating systems, logical electronic filing system, and electronic files of all documents produced and provide such files to the City, when requested.

Currently the City has recognized the following applications as standard for City work and submissions:

Operating Environment	Microsoft Windows 7
Word Processing	Microsoft Word 2010
Spreadsheet	Microsoft Excel 2010
Database	Microsoft Access 2010
Project Management	Microsoft Project 2010
GIS	Arc Info Version 10.1 Service Pack 1
Drafting	AutoCAD 2011 / Civil 3D

The City may upgrade these applications throughout the term of the Agreement and the Consultant will be required to be compatible with City applications at all times at no additional charge to the City. The City will provide the Consultant with sufficient prior notice of upgrades to allow the Consultant to become compatible when required. Reformatting of documents previously delivered to the City will not be required unless Consultant is paid for such reformatting.

## 3. Office Space

The Consultant may be provided office space at City Facilities for Services under this Agreement. The Consultant may be required to share the space with other City contractors or consultants.

## 4. Terms and Conditions

The attached Sample Agreement contains the City's standard terms, conditions, and other information that will be used for this project. Minor changes to this Sample Agreement may occur depending upon the final negotiations with the Consultant.

## D. Consultant Selection

The selection of consultants will be done with the following process:

1. Qualifications Submittal: Specific requirements for submittals and scoring criteria are detailed in Section II. Submittal Requirements. In order to facilitate the review, five (5) copies of submittals must be provided. Submittals must be received at:

Address: City of Wheat Ridge Municipal Building  
ATTN: Jennifer Nellis, Purchasing Agent  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge CO 80033

**Mark envelope: RFQ-JN-14-16 TABOR STREET PROPERTY ACQUISITION SERVICES FOR RECONSTRUCTION**

**Qualifications Due Date: Tuesday, July 17, 2014 by 4:00 pm (Local time)**

2. Selection/Short-List: The written submittals shall be reviewed and scored. The City reserves the option to negotiate a contract with the highest ranked Consultant based solely on the information in the Consultant's response to this RFQ.

Should there not be a clearly superior response submitted and the scoring and ranking does not provide a unanimous decision on the highest ranked Consultant, a short-list will be developed. It is expected that 3 firms will be short-listed. The short-listed Consultants will be invited to participate in oral interviews. Consultants are not to submit fee proposals in their initial submittal.

3. Oral Interviews: It is anticipated that oral interviews will be conducted in accordance to the anticipated schedule. Interview times and location to be announced at the time of short list. The City will attempt to negotiate a contract with the highest ranked Consultant following the oral interviews. Consultants are not to include fee proposals in their presentation.

Key personnel from the Consultant and sub-consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing about the project approach proposed and in meeting the individuals who will act as the primary contacts with City staff.

4. Scope and Fee Proposal: The highest ranked Consultant, based on the response to this RFQ and the optional oral interview phase if deemed necessary, will be requested to submit a detailed scope and fee proposal.

The scope and fee proposal should include a staff plan that coincides with that staff information provided under **II. Submittal Requirements - Short List Evaluation Factors** listed below. Also include a detailed estimate of reimbursable expenses. Reimbursable expenses should be assumed to be billed at cost, without markup.

The method of payment for this project will be Cost Plus Fixed Fee. All fees and expenses are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) should be determined with consideration given to size, complexity, duration, and degree of risk involved in the project. Profit should be in the range of 6 to 15 % of the total direct and indirect costs.

Pre-Award Audit: RTD reserves the right to conduct a pre-award audit to verify labor rates, overhead rates, etc. should the RTD determine that such an audit is required prior to negotiation or award of a Contract.

Point of Contact: Consultants are specifically requested to refrain from contacting individuals who may be members of the short-list screening and/or oral interview evaluation committee. All questions and inquiries must be sent to Jennifer Nellis, Purchasing Agent, fax number 303-234-5924 or email [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us).

## **E. Anticipated Schedule**

The following is the anticipated schedule of events for this project:

Advertisement	06/23 and 30/14
Recommended Pre-Bid Meeting	07/02/14 at 10:30 AM at City Hall, 2 <sup>nd</sup> Floor, 7500 W. 29 <sup>th</sup> Ave., Wheat Ridge
Deadline for questions	07/08/14
Final Addendum	07/10/14
Submittal Due Date	07/17/14 by 4:00 pm our clock
Short List	07/30/14
Interviews Scheduled	08/08/14
Contract Negotiation	Completed by 08/14/14
Council Approval, if required	08/25/14

## **F. Disadvantaged Business Enterprise (DBE) Participation**

The overall DBE goal of 20% for this project applies only to the construction phase and not to this RFQ for Property Acquisition Services.

## **II. Submittal Requirements - Short List Evaluation Factors**

Consultants will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. Submittals should be formatted to correspond exactly to the following information requirements. Clear and concise responses are appreciated. The total all-inclusive page limit is 75 pages letter size. The following evaluation factors will be considered by the panel when scoring your submittal:

### **A. Qualifications (35% of Total Score)**

Provide the following information to demonstrate the Consultant's qualifications to perform the work:

1. Present a brief discussion regarding the experience and qualifications of the Consultant, including sub-consultants, working on similar projects together.
2. Qualifications, relevant experience, and unique knowledge of individuals. Submit resumes.

### **B. Project Approach (35% of Total Score)**

Provide the following information to provide the Consultant's approach to perform the work:

1. Delineate your Consultant's understanding of the project, approach to successful completion, specialized skills, special considerations, and possible difficulties in completion.
2. Normally, what items do you anticipate providing in the 30%, 60%, and 90% submittals.
3. Quality Control Methodology.
  - a. Ensure Federal, RTD, and local procedures are followed.
  - b. Ensure ROW documents are complete and well-coordinated.
  - c. Ensure ROW document quality.
4. Project Communication Protocol
  - a. Approach toward client communication, documentation, and reporting.
  - b. Progress report to ensure the Consultant is informed with up to date information.
  - c. Documentation of critical decision making and project changes.

### **C. Professional Services (30% of Total Score)**

Provide the following information to provide the Consultant's ability to furnish professional services to perform the work:

1. Provide a matrix of in-house personnel: Include years of experience, area of expertise, how long with the Consultant.
2. Experience with projects for public clients. State familiarity with local, RTD, and federal governmental decision-making and review process.
3. Consultant's familiarity with the project area and local real estate market.
4. Capability to deliver electronic files, CD, 11 x 17 formats, CAD files, etc.
5. Provide a "Litigation Statement" of No, Yes, or Pending litigation on any projects in the last five (5) years. If yes, explain.

## **III. Final Selection Evaluation Factors**

During the oral interviews, Consultant's will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. A presentation can be made to address Consultant's abilities.

The following evaluation factors will be considered by the interview panel when scoring your presentation:

### **A. Personnel (25% of Total Score)**

Provide the following information to provide the ability of the Consultant's personnel to perform the work:

1. Experience of the project manager, key staff, and any sub-consultants on similar projects in the same capacity.
2. Provide references for the project manager: Include project name, owner, design fee, and original and actual completion dates.

### **B. Past Performance (25% Total Score)**

Provide the following information to provide the Consultant's past performance on similar projects:

1. List up to five similar projects, completed by the Consultant, which have been completed within the past (5) five years. Include information regarding any sub-consultants that will be used for this project. Include: project name, owner, fees earned, projected completion date, actual completion date, over/under budget %, and summary of work.
2. Experience with projects for public clients. State your familiarity with local, RTD, and federal governmental decision-making and review process.

**C. Schedule (20% of Total Score)**

Demonstrate the ability of the Consultant's personnel to manage the schedule:

1. Schedule
  - a. Manage the required work to meet an expedited schedule.
  - b. Meeting deadlines.

**D. Location (10% of Total Score)**

Provide the following information on the location of the Consultant's personnel:

1. Provide address of the consultant's office where the majority of the work will be performed.
2. Specify other office locations where any part of the work will be performed.
3. Provide location of any sub-consultant's offices.

**E. Workload (10% of Total Score)**

Provide the following information on the workload of the Consultant's personnel:

1. Current workload for the next twelve (12) months.
2. Projected workload for the next twelve (12) months.

**F. Contract Volume (10% of Total Score)**

Provide the following information on the Consultant's volume previously awarded contracts with RTD and City projects:

1. RTD projects with Federal funding
2. City projects

**CITY OF WHEAT RIDGE, CO  
CERTIFICATION STATEMENT FOR  
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

Certified and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

Bid Number: \_\_\_\_\_

Firm: \_\_\_\_\_  
(Print Full Legal Name)

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

Attestation: (A corporate attestation is required.)

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE  
RFQ-JN-14-16  
TABOR STREET  
PROPERTY ACQUISITION SERVICES  
For RECONSTRUCTION  
SAMPLE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of **SEPTEMBER 2014**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and **CONSULTANT, ADDRESS**, a Colorado Corporation, hereinafter referred to as the "Consultant".

**WITNESSETH**, that the City of Wheat Ridge and the Consultant agree as follows:

**ARTICLE 1 – SERVICES**

The Consultant shall serve as the City's consultant and provide as a minimum all of the professional services necessary for completion of **RFQ-JN-14-16 TABOR STREET PROPERTY ACQUISITION SERVICES For RECONSTRUCTION**, as more fully described in the Request For Qualifications (RFQ) (Exhibit I) and the response of the Consultant to the RFQ (Exhibit II) attached hereto and incorporated herein by reference.

Property acquisition provided under this Agreement shall be compatible with the requirements of the contract between the Local Agency and RTD (which is incorporated herein by this reference) for the reconstruction of Tabor Street (were defined). RTD is an intended third-party beneficiary of this agreement for that purpose.

Upon advertisement of the project work for construction, the Consultant shall make available services as requested by the City to assist the City in the evaluation and resolution of construction problems related to right of way that may arise during the construction of the project.

**ARTICLE 2 – TERM**

The work to be performed under this Agreement shall commence promptly after receipt of a fully executed copy of this Agreement to the extent that the Consultant has been authorized to proceed by the City. Completion shall be by **MAY 2015**.

**ARTICLE 3 – PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for services provided and the Consultant shall accept a total not to exceed amount of \$\_\_\_\_\_ for such services.

**A. Method of Payment**

The method of payment for this project will be Cost Plus Fixed Fee. All fees and expenses are limited to those costs allowable under the cost principles of 48 CFR 31.

**B. Disadvantaged Business Enterprise (DBE) Participation**

The overall DBE goal for construction work on this project is 20%. This does not apply to the property acquisition Consultant.

**C. Invoices**

Invoices will be submitted by the Consultant, on the City's payment form, monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. The processing of payment will be expedited by the Treasurer's Office through proper accounting procedures. Payment will be made to the Consultant within thirty (30) days of the receipt of the approved invoices for services rendered. The City's payment form is attached. In addition, all billings shall comply with the RTD's standardized billing format.

## **D. Funding**

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The consultant is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

### **ARTICLE 4 – INDEPENDENT CONTRACTOR**

In performing the work under this Agreement, the Consultant acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Consultant, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Consultant are not and shall not become employees, agents or servants of the City because of the performance of any work by this Agreement.

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **ARTICLE 5 – INSURANCE**

In accordance with Article 4 above, the Consultant shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Consultant has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and coverage of insurance.

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation & Including Occupational Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Employers' Liability	\$500,000 each person; \$500,000 each accident; \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$2,000,000 each occurrence
Comprehensive Automobile	\$250,000 each person;
Professional Liability (errors and omissions)	\$2,000,000 each occurrence

Employers' Liability and, Comprehensive General Liability policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

### **ARTICLE 6 – INDEMNIFICATION**

The Consultant agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Consultant to provide services pursuant to the terms of this Agreement.

## **ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS**

The City may, from time to time, require changes in the scope of services of the Consultant to be performed herein. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing by the City and the Consultant. The Consultant shall be compensated for all authorized changes in services, pursuant to the Request for Proposal, or if no provision exists, pursuant to the terms of the Change Order.

## **ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Consultant shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

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

## **ARTICLE 9 – CHARTER, LAWS AND ORDINANCES**

The Consultant at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and Local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

## **ARTICLE 10 – LAW AND VENUE**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

## **ARTICLE 11 – TERMINATION**

The Consultant acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Consultant agree that this Agreement may be canceled for cause by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work, which remains unperformed at the time of such termination, shall be deducted from the contract price before payment is made.

The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the consultant will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Consultant prior to the date of such termination, shall be recorded and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

## **ARTICLE 12 – NOTICES IN WRITING**

**For the City:** Name      7500 W 29<sup>TH</sup> AVENUE, WHEAT RIDGE CO 80033  
Phone 303.235.2810      Fax 303.234.5924

**For the Consultant:** CONSULTANT, ADDRESS  
Phone.                  Fax.                  Email.

### **ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS**

The duties and obligations of the Consultant arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Consultant is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Consultant shall be responsible for the performance of any sub-consultant.

### **ARTICLE 14 – SEVERABILITY**

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

### **ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS**

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Consultant.

**ARTICLE 16 – AUTHORIZATION**

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein for RFQ-JN-14-16, TABOR STREET PROPERTY ACQUISITION SERVICES For RECONSTRUCTION.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2014

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first written above.

ATTEST TO OWNER:

**OWNER**

CITY OF WHEAT RIDGE  
7500 W 29TH AVENUE  
WHEAT RIDGE CO 80033  
(303) 234-5900

\_\_\_\_\_  
JANELLE SHAVER, CITY CLERK  
(Seal)

\_\_\_\_\_  
JOYCE JAY, CITY MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
GERALD DAHL, CITY ATTORNEY

(SEAL)

**CONSULTANT**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

ATTEST TO CONSULTANT:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER

