



FRUITA

COLORADO

REQUEST FOR PROPOSAL

CONSULTING ENVIRONMENTAL SERVICES

FOR

**19 ROAD CORRIDOR
J 2/10 Road to State Highway 6 & 50**

CITY OF FRUITA, MESA COUNTY, COLORADO

March 26, 2023

ISSUED BY:

CITY OF FRUITA
ENGINEERING DEPARTMENT
325 E. ASPEN AVENUE
FRUITA, CO 81521

Contents

PART 1 – GENERAL 1

- I. Purpose 1
- II. Scope of Services..... 1
 - A. General Project Description 1
 - B. Project Requirements 1
 - C. Project Schedule (Anticipated) 5
- III. Instructions to Consultants 6
 - A. Submittal Requirements 6
 - B. Contacts 7

PART 2 – SELECTION PROCESS 7

- IV. Selection Criteria and Method 7

PART 3 – PROFESSIONAL SERVICES AGREEMENT 8

- V. Terms and Conditions 8
- VI. Agreement for Professional Services (Sample of Standard Contract) 9

PART 1 – GENERAL

I. Purpose

The City of Fruita is soliciting proposals from qualified consultants to provide environmental services in compliance with National Environmental Policy Act (NEPA) and Colorado Department of Transportation (CDOT) requirements to aid in the land acquisition process for our 19 Road Corridor, from J 2/10 Road to Highway 6 & 50 Project. All respondents must be pre-qualified with CDOT in the following work codes:

EN Environmental Engineering

II. Scope of Services

The services will consist of completing an environmental study and report according to CDOT procedures for the 19 Road corridor from J 2/10 Road to State Highway 6 & 50 Project.

A. General Project Description

The City has contracted with A Project Resource, LLC., to complete the land acquisition and surveying portion of the 19 Road improvement project. The funding for construction of this project has not been secured, therefore; the land acquisition is being completed following Federal Guidelines to ensure Federal Funding remains a potential source.

The City is currently designing the improvements for 19 Road from J 2/10 Road to Highway 6 & 50. The anticipated corridor will widen 19 Road & the East bound lane of J Road at the intersection of J & 19 to accommodate auxiliary lanes that are warranted for the safe flow of Traffic. It is our intent to purchase only the Right-of-Way necessary for this phase of the 19 Road improvements, and we will work closely with A Project Resource, LLC., and their contracted Surveyor to complete the acquisition for construction starting in 2024.

B. Project Requirements

- The consultant must complete an Environmental Study following NEPA and CDOT procedures. All work products must comply with CDOT requirements. The City of Fruita does not have a current agreement with CDOT for the review of the 19 Road Corridor, therefore; there will be no coordination meetings with CDOT. CDOT form 128b is included as Attachment B of this RFP as an outline of the work to be complete. There will be no CDOT oversight for these environmental study services.

C. Project Schedule (Anticipated)

- RFP Advertisement Issued March 26, 2023
- Questions Deadline April 6, 2023 (5:00 PM)
- Addendum to RFP April 7, 2023
- Proposals Due April 13, 2023 (5:00 PM)
- Consultant Selection by April 17, 2023
- Contract Negotiations/Award by April 21, 2023
- Preliminary Report June 15, 2023
- Final Report November 30, 2023

A Pre-Submittal Meeting will not be held for this request.

III. Instructions to Consultants

A. Submittal Requirements

Qualified consultants interested in performing the work described in this request for proposals should submit the following information to the City of Fruita in any order they choose:

1. Qualifications of your firm and staff proposed to perform the work on this project.
2. A list of similar projects completed in the last five years.
3. A list of critical issues that the consultant considers to be of importance for the project.
4. Provide a scope of work for the proposed Environmental Study and management of the project. Upon award of selection, the scope of work will be revised with City staff to formulate the final scope of work for the project.
5. References from at least three other projects with similar requirements that have been completed within the past five years and that have involved the staff proposed to work on this project. The City may choose to visit one or more of the listed projects and/or request a copy of the plans and documentation completed as part of the reference check process.
6. Consultant's willingness to enter into the City of Fruita Standard Contract Agreement included as part of the RFP.
7. Limit the total length of your proposal to a maximum of 20 pages (excluding covers.)
8. The RFP is available electronically at <https://www.fruita.org/rfps> and <https://www.bidnetdirect.com>.
9. Proposals must be submitted to the City of Fruita Engineering Department no later than 5:00 PM (email stamp) on the date due and must be emailed (or a link emailed for download) to smartinez@fruita.org.

10. The City of Fruita reserves the right to reject any and/or all submissions, to further negotiate with the successful consultant and to waive informalities and minor irregularities in submissions received, and to accept any portion of the submission if deemed to be in the best interest of the City to do so. The total cost of preparation and submission shall be borne by the consultant. All information submitted in response to this request is public after the Notice of Award has been issued. The consultant should not include as part of the submission any information which they believe to be a trade secret or other privileged or confidential data. If the consultant wished to include such material, then the material should be supplied under separate cover and identified as confidential. Entire submissions marked confidential will not be honored. The City will endeavor to keep that information confidential, separate and apart from the submission subject to the provisions of the Colorado Open Records Act or order of court.

B. Contacts

Questions related to the submittal requirements and procedures should be directed to:

Steve Martinez, Project Coordinator
 City of Fruita Engineering Department
 (970) 858-8377
smartinez@fruita.org

PART 2 – SELECTION PROCESS

IV. Selection Criteria and Method

A selection committee shall include City of Fruita staff members.

Selection Criteria

Review and Assessment

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written statements of qualifications.

The rating scale shall be from 1 to 10, with 1 being a poor rating, 5 being an average rating and 10 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Approach of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel and Sub-Consultants	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?

1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
4.0	Price	How competitive is the proposed cost and is it realistic for the scope of work.
1.0	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?

Reference Evaluation (Top Ranked Firm)

The Project Manager may check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work Completed within the specified Time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs: did the Professional anticipate problems? Were problems resolved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	Did the consultant have the expertise to complete the Scope of Work? Were problems corrected quickly and effectively?

PART 3 – PROFESSIONAL SERVICES AGREEMENT

V. Terms and Conditions

The successful consultant, upon award of a formal contract, shall be paid on a specific rate and pay basis, not to exceed a stipulated amount without a prior authorization. The consultant may submit invoices at monthly intervals for work satisfactorily completed. The amount of such partial payment shall be based upon certified progress reports and billings covering work performed.

VI. Agreement for Professional Services (Sample of Standard Contract)

See Exhibit A – Professional Services Contract

EXHIBIT A

**PROFESSIONAL SERVICES
CONTRACT**

PROFESSIONAL SERVICES CONTRACT

AN AGREEMENT BY AND BETWEEN THE CITY OF FRUITA,
AND _____,
FOR: _____

1. PARTIES

The parties to this Agreement are the City of Fruita, a Colorado municipal corporation, herein after referred to as the "City", and _____ herein after referred to as the "Contractor".

2. RECITALS AND PURPOSE:

2.1. The City desires to obtain services of a Contractor for the purpose of _____

2.2. This Contract sets forth the Scope of Work, Budget, and List of Deliverables, herein after referred to as the "Project".

2.3. The Contractor is a licensed Professional Engineer, capable of providing the professional services required.

2.4. The Contractor is willing and able to provide the Owner with the professional services as presented in the Contractor's Proposal for _____

3. SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific professional services as set forth in Exhibit "?" attached hereto and incorporated herein by reference.

4. COMPENSATION

4.1. The City shall pay the Contractor for services under this agreement a total not to exceed the amount set forth in contractors proposal attached hereto as Exhibit B and incorporated herein by this reference. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. No hourly charges shall exceed the hourly rates identified in Exhibit B. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2. The Contractor shall submit monthly a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on

PROFESSIONAL SERVICES CONTRACT

the project identifying by work category and subcategory the work performed for the month, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5. PROJECT REPRESENTATION

5.1. The City designates _____, as the responsible City staff member to provide direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by _____.

5.2. The Contractor designates _____, as its project manager. The City may rely upon the guidance, opinions, and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly the project manager, and such replacement require the City or the Contractor to undertake additional reevaluation, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6. TERM

The Contractor's services under this Agreement shall commence on _____, 20____, and shall be completed by no later than _____, 20____.

7. INSURANCE

7.1. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demand, or other obligations assumed pursuant to the Contract Document by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration, or types.

7.1.1. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain or insure the activity of Contractor's Subcontractors in Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-make

PROFESSIONAL SERVICES CONTRACT

policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 7.1.1.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,00) disease – each employee.
 - 7.1.1.2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence, and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
 - 7.1.1.3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
 - 7.1.1.4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.1.2. The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from

PROFESSIONAL SERVICES CONTRACT

completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

- 7.1.3. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.1.4. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.
- 7.1.5. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, ' 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8. INDEMNIFICATION

As to claims that allege to arise from Contractor's professional services and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims and demands, on account of injury, loss, or damage, which arise out of or are connected with the services hereunder, to the extent such injury loss or damage, or any portion thereof, is caused by, the negligent act, error, or omission, of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for which Contractor is responsible in accordance with C.R.S. 13-21-111.5. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands,

PROFESSIONAL SERVICES CONTRACT

and to bear all other costs and expenses related thereto, including court costs and attorneys' fees on a comparative fault basis. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, error, or omission of the City.

9. QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the State of Colorado.

10. INDEPENDENT CONTRACTOR.

10.1. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent Contractors and not employees or agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only.

10.2. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

10.3. THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

11. ASSIGNMENT.

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12. DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

PROFESSIONAL SERVICES CONTRACT

13. TERMINATION

- 13.1. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2. In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit B, and upon such payment, all obligations of the City to the Contractor under this agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14. INSPECTION

- 14.1. The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15. ENFORCEMENT

- 15.1. In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 15.2. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Mesa County in connection with any dispute arising out of or in any matter connected with this Agreement.

16. COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and Regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

PROFESSIONAL SERVICES CONTRACT

17. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

18. EQUAL OPPORTUNITY EMPLOYER.

- 18.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 18.2. Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

PROFESSIONAL SERVICES CONTRACT

By their signatures, the parties agree to the terms of this Agreement this

_____ day of _____, 2023.

CITY OF FRUITA, OWNER

By _____
Michael Bennett, City Manager

Attest: _____
Margaret Sell, City Clerk

CONTRACTOR

Contractor

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF MESA)

The above and foregoing signature of _____ was subscribed
and sworn before me

this _____ day of _____, 2023.

Witness my hand and official seal.

My commission expires of: _____

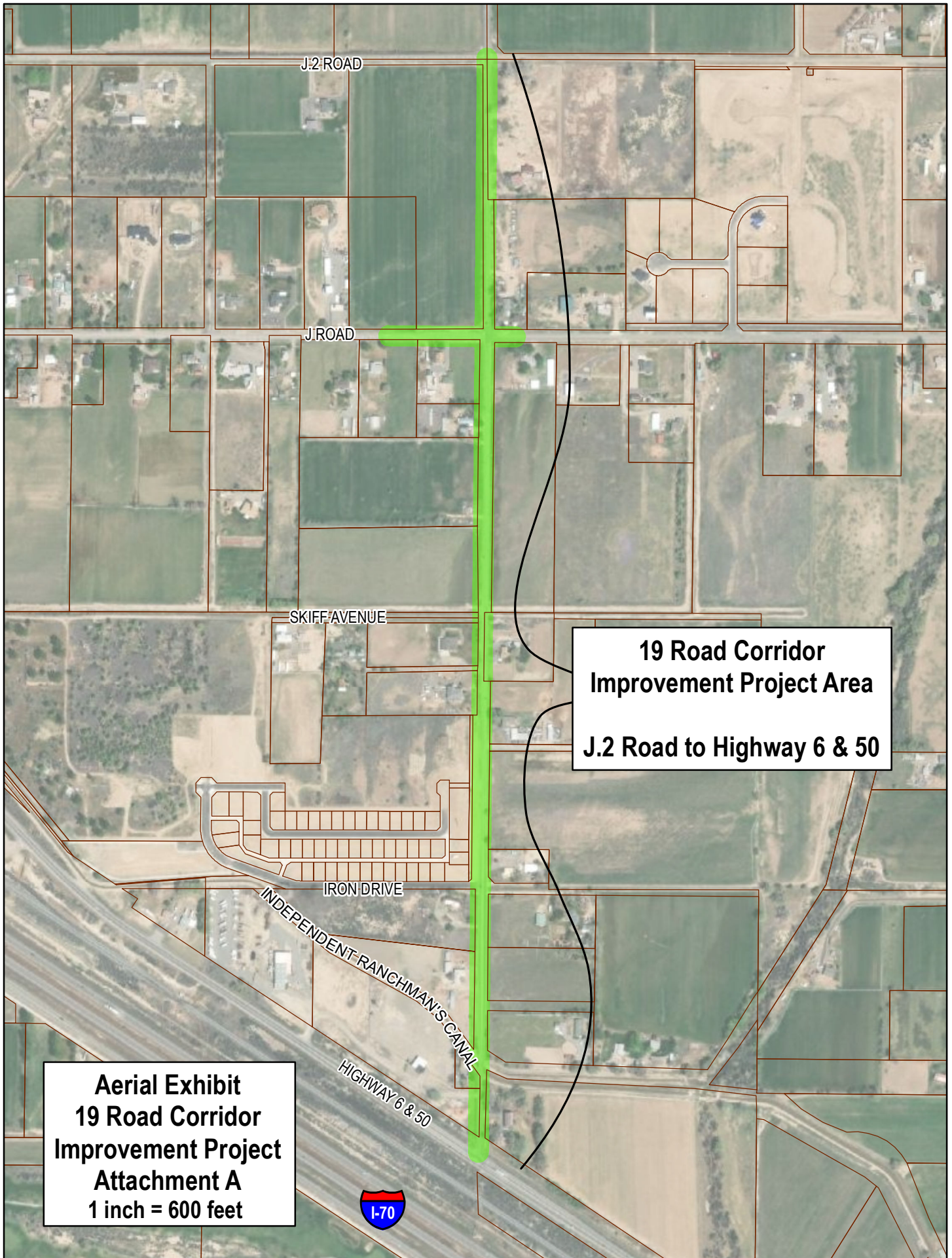
(SEAL)

Notary Public

Address

ATTACHMENT A

19 Road Corridor J.2 Road to Highway 6 & 50 Right-of-Way Aerial Exhibit



ATTACHMENT B

CDOT FORM 128
(128b) NEPA
Determination
Project Certification

19 Road Corridor
J.2 Road to Highway 6 & 50



Colorado Department of Transportation

NEPA DETERMINATION / PROJECT CERTIFICATION

A. PROJECT INFORMATION Form: _____

Environmental Scoping Date:	Project #:	Subaccount #:	Related Subaccount #:
Project Name:			
Project Description (and Location):			
Region:	CDOT Program/Residency:	Environmental PM:	FHWA Area Engineer:
FHWA NEXUS <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Federal NEXUS: <input type="checkbox"/> Yes <input type="checkbox"/> No	Project Lead: <input type="checkbox"/> CDOT <input type="checkbox"/> Local Agency <input type="checkbox"/> Other	
Class of Action: <input type="checkbox"/> EIS/ROD <input type="checkbox"/> EA/FONSI <input type="checkbox"/> CatEx	Construction/Contracting Method: <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> Design Build		
If CatEx, the project fits the following CE number: _____		<input type="checkbox"/> GM/GC <input type="checkbox"/> Other: _____	

B. THE NEPA PROCESS

Resource Clearances	Revised Clearances																																																																																													
<p><i>Check Box Only if Impacted</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;"></th> <th style="width: 10%; text-align: center;">Clearance Date</th> <th style="width: 15%;"></th> <th style="width: 10%; text-align: center;">Revised Clearance date</th> <th style="width: 10%;"></th> <th style="width: 10%; text-align: center;">Revised Clearance date</th> </tr> <tr> <td>Air Quality (hot spot analysis)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Noise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Hazmat - ISA/MESA</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>T&E and State Listed Species</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Wetland Delineation (Survey)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Paleontology</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Archaeology</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>History</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Section4(f) - Historic</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Section4(f) - Non-Historic</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Section6(f)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>_____</td> </tr> </table> <p>All required clearance actions indicated have been completed for the design plans referenced below. If Project is a Categorical Exclusion, no significant environmental impacts will result from this project. Construction is not authorized until approved in Part E below. Implementation of project shall include required mitigation commitments.</p> <p><input type="checkbox"/> Action meets requirements to be a Programmatic CatEx per the FHWA/CDOT Programmatic Agreement for Categorical Exclusions (FHWA signature below not required).</p> <p><input type="checkbox"/> This is an EA/FONSI or EIS/ROD. The Decision Document has already been signed by FHWA (FHWA signature below is not required).</p> <p>Design Plan Set and Date: _____ / _____</p> <p>RPEM Signature and Date: _____ / _____</p>		Clearance Date		Revised Clearance date		Revised Clearance date	Air Quality (hot spot analysis)	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Noise	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Hazmat - ISA/MESA	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	T&E and State Listed Species	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Wetland Delineation (Survey)	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Paleontology	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Archaeology	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	History	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Section4(f) - Historic	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Section4(f) - Non-Historic	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Section6(f)	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	Other:	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<p>All required clearance actions indicated have been completed for the design plans referenced below. If Project is a Categorical Exclusion, no significant environmental impacts will result from this project. Construction is not authorized until approved in Part E below. Implementation of project shall include required mitigation commitments.</p> <p>FHWA signature is not required because:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> This is a Programmatic CatEx <input type="checkbox"/> This is a Reevaluation of an EA/FONSI or EIS/ROD (1399 form has already been signed.) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> This is a Programmatic CatEx <input type="checkbox"/> This is a Reevaluation of an EA/FONSI or EIS/ROD (1399 form has already been signed.) </td> </tr> </table> <p>Design Plan Set and Date: _____ / _____</p> <p>RPEM Signature and Date: _____ / _____</p>		<input type="checkbox"/> This is a Programmatic CatEx <input type="checkbox"/> This is a Reevaluation of an EA/FONSI or EIS/ROD (1399 form has already been signed.)	<input type="checkbox"/> This is a Programmatic CatEx <input type="checkbox"/> This is a Reevaluation of an EA/FONSI or EIS/ROD (1399 form has already been signed.)
	Clearance Date		Revised Clearance date		Revised Clearance date																																																																																									
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Section4(f) - Non-Historic	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____																																																																																								
Section6(f)	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____																																																																																								
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<p>FHWA Division Administrator Signature (if required) I concur with the above category designation and the scope of environmental clearance/permits indicated above.</p> <p>Signature and Date: _____ / _____</p>	<p>FHWA Division Administrator Signature (if required) I concur with the above category designation and the scope of environmental clearance/permits indicated above.</p> <p>Signature and Date: _____ / _____</p>																																																																																													

Comments: _____



Colorado Department of Transportation

NEPA DETERMINATION / PROJECT CERTIFICATION

C. PERMITS AND ADDITIONAL REQUIREMENTS

Form: 01

Resource Clearances		Revised Clearances	
<i>Check Box Only if Impacted</i>	Date Completed	Date Updated	Date updated
404 Permit	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
401 Certification	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
402 Certification	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Const. Stormwater Permit (CDPS)	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Const. Dewatering Permit	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Noxious Weed Management	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
SB40 Certification	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Wetland Finding	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Structure Demolition Permit	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Hazardous Materials – Phase II	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Permanent WQ	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
SWMP	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Other:	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

D. Comments

E. ENVIRONMENTAL PROJECT CERTIFICATION

All clearance and permit requirements for this project have been addressed and mitigation included. The appropriate documentation is on file in the Region office.

	Clearance	Revised Clearance	Revised Clearance
Design Plan Set and Date:	_____ / _____	_____ / _____	_____ / _____
<input type="checkbox"/> Advertisement		<input type="checkbox"/> Advertisement	<input type="checkbox"/> Advertisement
Certification Type:			
<input type="checkbox"/> Advertisement & Construction		<input type="checkbox"/> Advertisement & Construction	<input type="checkbox"/> Advertisement & Construction
<input type="checkbox"/> Other:		<input type="checkbox"/> Other:	<input type="checkbox"/> Other:
RPEM Signature & Date:	_____ / _____	_____ / _____	_____ / _____

Note to Project Manager: Any changes to the plans and specifications after the date of the RPEM signature in Part B that affect environmental impacts or mitigation must be approved by the RPEM.