

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **DAVID EVANS AND ASSOCIATES, INC.**, (the "Design Consultant"), a foreign corporation with its principal place of business located at 2100 SW River Parkway, Portland, Oregon 97201.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of Public Works ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the City Engineer as the Director's authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

1.03 Independent Contractor. The Design Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Design Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

1.04 Scope of Design Consultant's Authority. The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

SECTION 2 – DESIGN CONSULTANT'S SERVICES

2.01 General. The Design Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's basic services shall consist of all of those services described in this Agreement and in **Exhibit A**.

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence

provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.

- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design

Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.

- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any

specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time

which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.

- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may

be substituted with prior written approval from the City as set out in Section 2.05.

- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**.

2.08 Additional Services.

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
 - 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
 - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Surveying and Testing.

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually

ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.

- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.
- (g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

2.10 Compliance with DBE Requirements.

- (a) The Consultant agrees to comply with all requirements of the City's Equal Employment Opportunity program and the Federal Disadvantaged Business Enterprise Participation program as set out in Article III, Division 2, Chapter 28 of the Denver Revised Municipal Code, 49 C.F.R. Part 26, and any rules, regulations, and guidelines set forth thereunder for such programs. This compliance shall include the obligation to maintain throughout the term of the contract that level of DBE participation upon which the Agreement was initially awarded, unless otherwise authorized by the law or any rules, regulations, or guidelines. The Consultant identified in its Proposal DBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 25%.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Design Consultant for its service performed and expenses incurred under this Agreement as follows.

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **NINE HUNDRED AND FORTY-THREE THOUSAND NINE HUNDRED AND FIFTY-SEVEN DOLLARS AND 80/100 CENTS (\$943,957.80)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **FIFTY-FOUR THOUSAND TWO**

HUNDRED AND THIRTY- EIGHT DOLLARS AND ZERO CENTS (\$54,238.00) unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ZERO DOLLARS AND ZERO CENTS (\$0.00)**.

3.04 Invoicing and Payment. The City will make monthly progress payments for all services performed under this Agreement based upon the Design Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED AND NINETY-EIGHT THOUSAND ONE HUNDRED AND NINETY-FIVE DOLLARS AND 80/100 CENTS (\$998,195.80)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks' notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term.

The Agreement will commence on execution of this Agreement and expire, unless sooner terminated, upon final completion of the Project.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or

services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.

- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City’s Responsibilities.

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Design Consultant.

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the

Documents are not a “work made for hire,” the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Agreement.

5.03 Taxes and Licenses. The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Design Consultant shall furnish the Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 Design Consultant's Records. Records of the Design Consultant's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Design Consultant shall be kept on a generally recognized accounting basis. The Design Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Design Consultant, involving transactions related to this Agreement.

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and

approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Design Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Design Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 Insurance.

(a) **General Conditions: General Conditions:** Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Design Consultant. Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance:** Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. Design Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Design Consultant certifies that the certificate of insurance attached as

Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Design Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Design Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. In addition, Design Consultant shall name the State of Colorado as an additional insured on the Commercial General Liability policy.

(d) **Waiver of Subrogation:** For all coverages, Design Consultant's insurer shall waive subrogation rights against the City.

(e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Design Consultant. Design Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Design Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) **Workers' Compensation/Employer's Liability Insurance:** Design Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Design Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Design Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Design Consultant executes this Agreement.

(g) **Commercial General Liability:** Design Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each

occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) **Business Automobile Liability:** Design Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

(i) **Professional Liability:** Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

(j) **Additional Provisions:**

(1) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Design Consultant shall notify the City within ten (10) days and reinstate aggregates required.

5.08 Defense & Indemnification.

(a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

(c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

5.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work/Rates
Exhibit B	Key Personnel
Exhibit C	ACORD Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

- Sections 1 through 5
- Exhibit A
- Exhibit B
- Exhibit C

5.11 When Rights and Remedies Not Waived. In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Design Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

5.12 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

5.13. Conflict of Interest.

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

5.14 No Third Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the City or the Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

5.15 Time is of the Essence. The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Design Consultant, time is of the essence.

5.16 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance.

5.17 Proprietary or Confidential Information.

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information

which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Design Consultant's Information: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

5.18 Use, Possession or Sale of Alcohol or Drugs. The Design Consultant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Design Consultant from City facilities or participating in City operations.

5.19 No Employment of Illegal Aliens to Perform Work Under the Agreement.

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Design Consultant certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Design Consultant also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Design Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Design Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Design Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

(d) The Design Consultant is liable for any violations as provided in the Certification Ordinance. If Design Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Design Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Design Consultant from submitting bids or proposals for future contracts with the City.

5.20 Disputes. All disputes between the City and Design Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Director.

5.21 Waiver of C.R.S. 13-20-802, et seq. The Design Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

5.22 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."

5.23 Advertising And Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

5.24 Legal Authority. Design Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Design Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Design Consultant

or the person signing the Agreement to enter into this Agreement.

5.25 Notices. Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

to the City: Executive Director of Public Works
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

to the Design Consultant: David Evans and Associates, Inc.
2100 SW River Parkway
Portland, Oregon 97201

The addresses may be changed by the Parties by written notice.

5.26 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5.27 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

5.28 Electronic Signatures and Electronic Records. Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201629357-00

Contractor Name: DAVID EVANS AND ASSOCIATES INC



By: *Anthony R. Marcello*

Name: Anthony R. Marcello
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: *Joseph A. Hart*

Name: JOSEPH A. HART
(please print)

Title: Senior Vice President
(please print)



High Line Canal Trail Underpasses Hampden/Colorado SCOPE OF WORK

I. Project Understanding

This Project provides professional design engineering and related services in connection with the construction of the connection of the High Line Canal trail from the south side of Hampden Ave to the east side of Colorado Blvd where it connects to the trail in Magna Carta Park. The trail crosses Hampden, then runs through the southeast corner of the Wellshire Golf Course, across Colorado Blvd and ties back into the trail within Magna Carta Park. This trail alignment is the recommended option (Option D) from the “Feasibility Study for High Line canal Crossings” adopted by the High Line Canal Working Group. This alignment includes two pedestrian/bicycle underpasses. One beneath Hampden located about one-third of a mile west of Colorado Blvd and another beneath Colorado just north of its intersection with Hampden. See appendix A of this scope for the proposed trail alignment. Between the two underpasses, a new trail segment will be built within the Wellshire Golf Course. Retaining walls adjacent to portions of the new trail may be required. New landscaping and irrigation will be installed adjacent to this section of trail. Overhead power lines may need to be converted to underground facilities, which could also necessitate the need to install new street lights. Work involving electrical facilities and street lights fall under the Franchise Agreement between the City and County of Denver and the Public Service Company of Colorado. Xcel Energy would design the new, underground electrical distribution facilities. A portion of trail within Cherry Hills Village south of Hampden will be re-aligned; however that task is not included in this scope of work. Cherry Hills Village will secure the right-of-way for that section of trail in addition to performing the work.

The project is being funded with Federal USDOT funds in addition to a shared local match from Arapahoe County, the City of Cherry Hills Village, and the City and County of Denver. Coordination with these three agencies, in addition to CDOT and Denver Water, will be essential to the success of this project. Denver Water owns and operates the High Line Canal.

II. Project Scope of Work

This Scope of Work is for Professional Services necessary to secure the required NEPA environmental clearance, complete the preliminary and final design drawings, specifications, cost estimates and construction bid documents for the full and final design of the project. This scope also includes performing all services needed to assist the city in obtaining Right-of-Way, utility and other approvals required by CDOT and FHWA. Design related construction services and Quality Assurance Materials Testing are also included in this scope. Anticipated tasks include the following:

- A. Task 1 - Project Management** - This task is in support of the City and County of Denver’s Project Manager in management of this project. Tasks included in this scope of work include the following:
 - 1. Coordinate project tasks with the City and County of Denver’s (CCD) Public Works Project Manager, and other CCD personnel and departments as required.

2. Review sub invoices; prepare and submit monthly invoices and progress reports.
3. Develop and maintain a project schedule in Microsoft Office Project; update monthly and include with monthly invoice.
4. Manage and coordinate work efforts of the Consultant Team.
5. Assist the City with those items identified as a local agency responsibility on CDOT Form 1243 (Local Agency Contract Administration Checklist) developed for this project.
6. Prepare and submit a QA/QC plan and adhere to the process throughout the project.

B. Task 2 Survey – The Design Consultant’s team will provide field surveys and mapping for the affected areas of the project site. Tasks included in this scope of work include the following:

1. If required, obtain required right-of-entry permits for survey and geotechnical investigation associated with Task 3. CDOT Form 730 may be used for this purpose.
2. Conduct/Attend coordination meetings with CCD and CDOT R1 Survey.
3. Provide required traffic control for survey activities.
4. Depict topography, physical features and utilities on the base mapping along with existing right-of-way and property ownership. Prepare survey control map depicting locations of project monuments. All work of surveying and installation of monuments shall be in accordance with CCD requirements, the CDOT Survey Manual, and applicable state statutes.
5. Locate subsurface investigation test holes in association with Task 3.
6. Locate utility potholes in association with Task 7.
7. Produce a planimetric map of the project area. Features located will include, but not be limited to surface and subsurface drainage features, irrigation ditches/conduits, lawn irrigation, signs, mailboxes, fences, driveways and/or curb cuts, curbs, sidewalks, and edges of pavements (asphalt and concrete).
8. Utility surveys will be accomplished within the project limits.
 - a. Obtain utility location maps from the Utility Companies, which identify utility facility locations in the project area. The field survey will locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Underground utilities will be shown as marked by utility companies.
 - b. Obtain invert elevations of manholes and vaults.
 - c. Show the horizontal and vertical locations in the design plans and cross-sections. “Potholing” of utilities will be performed at critical locations.
 - d. Attend Utility Coordination meetings as requested.
 - e. Locate storm sewer pipes and inlets and determine invert elevations in association with Tasks 7 and 9.

C. Task 2A – Right of Way Documents - The Design Consultant’s team will develop final Right-of-Way (ROW) plans in accordance with CDOT policies and procedures for properties required for the project described in the Project Understanding. Tasks included in this scope of work include the following:

1. Prepare an Ownership map and tabulation.
2. Prepare legal exhibits and descriptions for all land acquisitions and remnant parcels, and temporary construction and permanent easements. These will be reviewed and approved by CCD Survey for content and format.
3. Prepare final ROW plans.
4. Prepare an initial, rough appraisal if requested.
5. Conduct/Attend one ROWPR meeting
6. Revise the ROW plans based on comments received at the ROWPR.
7. Conduct/Attend right of way related coordination meetings with CCD and CDOT R1 Survey.
8. Revise and submit the ROW plans to CDOT and CCD that address revisions resulting from negotiations during the ROW acquisition.

D. Task 2B– Right of Way Acquisition - The Design Consultant’s team will perform tasks necessary to acquire land and temporary easements needed for the project. Except for potential temporary construction easements, it is anticipated that acquisition of right of way will probably not be needed. However, this scope includes the acquisition of one property in the event it may be required. All of the following activities will be performed in strict compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, under the oversight of the Colorado Department of Transportation (CDOT), with direction from the City and County of Denver. Tasks included in this scope of work include the following:

1. Create and maintain project scheduling information of all land activities to show the progress of each parcel and to estimate segment completion against established milestone schedules.
2. Attend project meetings and coordinate tasks with City and County of Denver, CDOT, project appraisers, and others involved and/or affected by the project.
3. Coordinate the appraisal and review appraisal process, title services, and ROW plans & legal descriptions for all parcels.
4. Review all documents in preparation for negotiation.
5. Prepare appraisals or value findings using guidelines established by the CDOT appraisal manual.
6. Prepare the following documents:
 - a. Offer letter and summary of just compensation,
 - b. Final offer letter
 - c. Conveyance documents
 - d. Any additional correspondence with property owners.
7. Conduct negotiations with each owner for the acquisition of the property rights to be acquired based on the approved fair market value.
8. Order/coordinate warrant requests,
9. Obtain partial releases/subordinations and tax prorations
10. Coordinate and attend real estate closings.

11. Prepare Acquisition Stage Relocation Plan (7-B Study) of affected properties.
12. Prepare inventories, obtain moving estimates, and determine benefits for tenant relocations.
13. Provide title insurance and closing services as described in the CDOT ROW Manual.
14. Settle claims for moving costs.
15. Obtain ROW clearance from CDOT for concurrence to advertise

E. Task 3 - Geotechnical Investigations and Pavement Design – The Design Consultant’s team will provide subsurface investigation for the purposes of final structural foundation recommendations, roadway and structural fill recommendations and pavement design for the project described in the Project Understanding. The Design Consultant’s team will provide boring log plan sheets and materials related project specifications. Depending on findings of the Phase 1 and Phase 2 site assessments, the Design Consultant’s team will perform additional design as required to address existing hazardous materials removal or remediation. Tasks included in this scope of work include the following:

1. Obtain soil and water samples for chemical analysis.
2. Perform subsurface investigation and perform applicable laboratory tests in support of providing final pavement design, roadway and structural fill, and structural foundation recommendations.
3. Finalize and provide the stabilization plan/pavement design report
4. Finalize and provide the structural foundation report.
5. Finalize geotechnical considerations and incorporate them into the plans.
6. Prepare concrete pavement, hot mix asphalt; structural fill and roadway fill project special provisions.
7. Conduct/Attend geotechnical and pavement design related coordination meetings with CCD.

F. Task 4 – Streetscape and Landscape Design - The Design Consultant’s team will provide preliminary and final design and construction documents for streetscape, landscape and irrigation features for the project described in the Project Understanding. Tasks included in this scope of work include the following:

1. Develop aesthetic treatments and details for structural features such as underpasses and retaining walls.
2. Support Task 11 Water Quality Analysis & Design with regard to landscape design.
3. Support Task 13 Electrical and Lighting Analysis & Design to coordinate light locations with streetscape design.
4. Design an irrigation system(s).
5. Develop plans, specifications and cost estimate for landscape, streetscape, irrigation and historic mitigation.
6. Develop streetscape, landscape and irrigation quantity tabulations for FIR (30%), FOR (90%), final review and bid.
7. Provide unit costs for pay items in the tabulations.
8. Conduct/attend streetscape, landscape and irrigation related coordination meetings with CCD, Cherry Hills Village, Arapahoe County and CDOT.

G. Task 5 – Trail Design - The Design Consultant’s team will provide preliminary and final design of trail elements for the project as described in the Project Understanding. Tasks included in this scope of work include the following:

1. Input and check horizontal and vertical alignments against all design criteria including the AASHTO Guide for the Development of Bicycle Facilities and all ADA compliance requirements.
2. Develop trail cross section based on input from project partners and geotechnical recommendations.
3. Provide alignments, toes of slope and pertinent design features, including permanent and temporary impacts, to the ROW, Utility and Environmental task leads.
4. Develop intersection geometrics and grading.
5. Develop removal plans where applicable.
6. Develop plan and profiles plans for proposed trail alignment.
7. If necessary, document design variances including justification for each variance.
8. Assist CCD with obtaining concurrence from affected agencies for design variances.
9. Generate cross-sections for the design. Label slopes and grades, station and offset to grade breaks and show locations of existing and proposed utilities.
10. Develop way-finding signage with destination and distance information.
11. Design at least 10 covered bicycle parking spaces.
12. Develop 30%, 90%, final review and bid plans, specifications and cost estimate for trail design.
13. Develop trail quantity tabulations for FIR (30%), FOR (90%), final review and bid.
14. Provide unit costs for pay items in the tabulations.
15. Conduct/Attend coordination meetings with CCD, Cherry Hills Village, Arapahoe County and CDOT pertaining to trail design.

H. Task 6 - Utility Coordination - The Design Consultant’s team will support the City & County of Denver’s efforts to coordinate with utility companies and obtain utility agreements with the affected utility companies for the project described in the Project Understanding. Tasks included in this scope of work include the following:

1. Meet one-on-one with utility companies and jurisdictions to discuss project scope, utility conflicts, and relocation and mitigation strategies. Set up meetings, develop agendas, facilitate meetings, and develop meeting minutes. (assume 6 utility owners, 1-2 meetings per owner)
2. Obtain easements, license agreements, and relocation agreements from Utility companies as applicable and provide to CCD and CDOT’s R1 Utility Engineer.
3. Conduct/Attend utility coordination meetings with CCD, Denver Water, Cherry Hills Village, Arapahoe County and CDOT, separate from one-on-one utility meetings mentioned above. (assume 10 meetings total)
4. After 90% plan review, conduct as needed coordination/comment resolution meetings with utility owners on wet and dry utility design.
5. Prepare the utility specification (with FOR, Final and Bid submittals)
6. Prepare, coordinate and obtain utility clearance letters with the affected utility agencies. Maximum 5 letters.
7. Complete Xcel Energy work order request form.
8. Obtain estimates of probable cost for utility relocations that are a cost to the project.

9. Obtain utility clearance from CDOT for concurrence to advertise. submit utility clearance package to CCD for submittal to CDOT.

I. Task 7 - Utility Design - The Design Consultant's team will perform potholing, develop existing utility plans and identify and design any necessary relocation of wet & dry utilities that will be affected by the final design within the project limits. Tasks included in this scope of work include the following:

1. Identify potential utility conflicts between existing utilities and proposed improvements for coordination with design team and utility companies.
2. Conduct supplemental Utility potholing.
3. Create pothole location map and log plan sheet(s).
4. Prepare existing utility plan sheets showing existing utility facilities, existing utility easements and conflicts with proposed construction.
5. Prepare a summary table of all utilities within the project limits, noting utility adjustments, relocations and / or replacement.
6. Create an existing manhole log plan sheet(s).
7. Design utility relocations.
8. Develop 30%, 90%, final review and bid plans, specifications and cost estimate for utility relocations.
9. Develop utility relocation quantity tabulations for FIR (30%), FOR (90%), final review and bid.
10. Develop tabulation of utility removals and adjustments.
11. Check utility clearances and existing utility locations as they relate to proposed grading.

J. Task 8 - Structural Engineering - The Design Consultant's team will perform design of the pedestrian/bicycle box culvert underpasses for the project which are described in the Project Understanding as well as any structural engineering associated with walls adjacent to the trail. Tasks included in this scope of work include the following:

1. Participate in structural review meetings with the CDOT, Denver Water, Cherry Hills Village, Arapahoe County and CCD's Structural Reviewers.
2. Design the trail underpasses in accordance with AASHTO, CDOT, Cherry Hills Village, Arapahoe County and CCD requirements.
 - a. Develop Ped Crossing & Wall Structure Selection Report (In Memorandum Format)
 - b. Design Retaining Walls at Entrances (Assumes 2 walls at each entrance plus a wall along Wellshire Golf Course (9 Total))
3. Coordinate and develop aesthetic enhancement details as required on the walls.
4. Perform the structural analysis. Provide superstructure design, substructure design and document the design with design notes, detail notes, and computer outputs.
5. Conduct independent design checks for the underpasses.
6. Develop 30%, 90%, final review and bid plans, specifications and cost estimate for the structural elements.
 - a. Develop horizontal and vertical alignments for roadway reconstruction and underpass walls

- b. Develop roadway models for reconstruction of Hampden and Colorado Blvds.
 - c. Design roadside barrier if necessary for Hampden and Colorado Blvds.
 - d. Prepare signing and striping design for roadway elements.
7. Develop structure quantity tabulations for FIR (30%), FOR (90%), final review and bid.
 8. Develop LRFR's (load and resistance factor ratings) for the structures in accordance with the CDOT Bridge Rating Manual and the AASHTO Manual for Bridge Evaluation.

K. Task 9 - Hydrology and Hydraulic Analysis & Design – The Design Consultant's team will perform analysis and design as necessary in order to support the overall design of the project. Tasks included in this scope of work include the following:

1. Conduct hydrologic analysis as necessary in order to design facilities that will drain properly.
2. Coordinate future facilities that may be required by adjacent development projects.
3. Develop 30%, 90%, final review and bid plans, specifications and cost estimate for drainage design elements and removals.
4. Develop drainage quantity tabulations for 30%, 90%, final review and bid plans for drainage design elements and removals
5. Prepare final drainage report for drainage facilities within the project limits.
6. Conduct/Attend coordination meetings with CCD, Denver Water, Cherry Hills Village, Arapahoe County and CDOT on drainage analysis and design.

L. Task 10 - Water Quality and Erosion Control Analysis & Design - The Design Consultant's team will perform design of water quality features as required. Tasks included in this scope of work include the following:

1. Develop 30%, 90%, final review and bid plans, specifications and cost estimate for construction and permanent erosion control and water quality BMP's.
2. Develop water quality and erosion control quantity tabulations for FIR (30%), FOR (90%), final review and bid.
3. Develop water quality design information for final drainage report in conjunction with Task 9.
4. Provide assistance to CCD, Cherry Hills Village and Arapahoe County in obtaining miscellaneous permits from CCD departments and outside entities with regard to construction and permanent water quality features / BMP's.
5. Prepare the CASDP and supporting plans.
6. Conduct/Attend coordination meetings with CCD, Cherry Hills Village, Arapahoe County and CDOT on water quality facility design.

M. Task 11 - Environmental Services - The Design Consultant's team will support the City and County of Denver's compliance with the National Environmental Policy Act (NEPA) through CDOT and FHWA. The design team will assist CCD in obtaining an environmental clearance from CDOT, anticipated to be a Categorical Exclusion (CatEx) Determination as documented in CDOT Form 128a. Tasks included in this scope of work include the following:

1. Coordinate with CDOT, Denver Water, Cherry Hills Village, Arapahoe County and CCD to evaluate the current setting and resources within the affected environment, determine potential environmental impacts, and identify any mitigation measures. Tasks will include:
 - a. Complete an Initial Site Assessment (ISA), including CDOT Form 881. The focus of the ISA will be areas where ground disturbances are anticipated (e.g., proposed trail). DEA will review aerial photographs and historic topographic maps. No soil or water testing will be conducted. DEA will obtain the environmental database report (GeoSearch). Assume one round of communication/review with the CDOT hazmat specialist. Depending on impacts with contaminants (if any), additional planning may be required, such as development of a Materials Management Plan, which is not included in this scope or fee. Prepare a Biological Resources Technical Memorandum per CDOT requirements documenting existing conditions and potential impacts.
 - b. Conduct a desktop review of paleontological resources and provide a brief memo summarizing finding and potential impacts.
 - c. Conduct a desktop review of archaeological resources and provide a brief memo summarizing finding and potential impacts.
 - d. Prepare historic resources inventory to identify properties 50 years old or older; determine eligibility for the National Historic Register and assist CDOT/CCD in conducting Section 106 consultation with the State Historic Preservation Office (SHPO) if required.
 - e. Conduct a Section 4(f) evaluation and a Section 6(f) evaluation. Prepare documentation for CDOT review for a Section 4(f) enhancement exemption and a Section 6(f) non-conforming use. Assume one round of review and edits.
 - f. There will be no air quality or noise analyses conducted. Appropriate notes/specs will be added to the bid package regarding construction noise issues.
2. Identify any environmental mitigation identified for environmental resources affected by design/construction.
3. Conduct/Attend Environmental related coordination meetings with CCD, CDPHE, DEH, FHWA, CDOT, Cherry Hills Village, Arapahoe County, Denver Water and the SHPO as required.
4. Perform all activities necessary to obtain all environmental clearances and permits, including obtaining the Construction Activities Storm water Discharge Permit (CASDP), the CDPHE Discharge Permit and other environmental permits.
5. Develop project special provisions outlining materials management requirements for the Contractor.
6. Develop environmental mitigation plans, specifications and cost estimate for FIR (30%), FOR (90%), final review and bid.
7. Determine appropriate environmental pay items to include in construction documents.

N. Task 12 – Electrical and Lighting Analysis & Design - The Design Consultant’s team will perform final design of pedestrian and street lighting within the project limits as described in the Project Understanding. ADA/AASHTO compliant lighting for pedestrians and cyclists will be required within the underpasses. Tasks included in this scope of work include the following:

1. Prepare electrical and lighting design within project limits with the following information shown on the plan sheets:
 - a. Circuit type and voltage of power source
 - b. Luminaire type and lumens
 - c. Light standard type
 - d. Foundation details
 - e. Size and location of electrical conduit
 - f. Locations of power sources(s)/lighting control center(s)
 - g. Location of direct burial cable
 - h. Size of wiring and/or direct burial cable
2. Coordinate electrical utility design in association with Task 6
3. Develop 30%, 90%, final review and bid plans, specifications and cost estimate for electrical facilities and lighting, plus associated removals of existing electrical and lighting equipment
4. Develop electrical and lighting tabulations for FIR (30%), FOR (90%), final review and bid.
5. Conduct/Attend electrical and lighting design coordination meetings with CCD, Cherry Hills Village, Arapahoe County, CDOT and appropriate utility agencies

O. Task 13 - Construction Phasing & Detour Design - The Design Consultant’s team will develop construction phasing plans for construction of the project. Tasks included in this scope of work include the following:

1. Coordinate with CCD, CDOT, Cherry Hills Village, and Arapahoe County for decisions regarding allowable lane closures, full roadway closures, and detour routes. Analyze traffic volumes and potential traveler route and delay impacts to inform decision-making.
2. Develop FIR (30%), FOR (90%), final review and bid plans, specifications and cost estimate for construction phasing and detours. The phasing shall address all work elements above and below ground. Design of detours will include plans, typical sections, horizontal alignment, profiles and cross-sections. Phasing will take into consideration and be coordinated with concrete pavement jointing design. Phasing plans will illustrate construction zone and traffic lanes. No traffic control devices will be included on phasing plans.
3. Develop construction phasing and detour tabulations for FIR (30%), FOR (90%), final review and bid.
4. Develop graphic illustrations of construction phasing and detour routes for use with public outreach and information.
5. Coordinate with CDOT and the City and County of Denver Parks and Recreation Department to ensure roadway and golf course temporary impacts are addressed.

- P. Task 14 - Construction Traffic Control** - The Design Consultant's team will develop schedule of traffic control items for construction of the project described in the Project Understanding. Tasks included in this scope of work include the following:
1. Develop construction traffic control specification for FOR (90%), final review, and bid plan submittal.
 2. Develop a schedule of construction traffic control items for FOR (90%), final review, and bid plan submittal based on traffic control required for detours and construction phasing. Construction traffic control plans will not be completed.
- Q. Task 15 - Public Outreach and Information** - This task is in support of the City and County of Denver's public outreach efforts for the project. Tasks included in this scope of work include the following:
1. Prepare a Public Communication Contact List.
 2. Prepare content for project web page updates. Coordinate the updates with Denver Public Works and Denver Parks and Recreation in addition to Cherry Hills Village and Arapahoe County.
 3. Coordinate meetings with adjacent property owners and business owners.
 4. Develop graphics, handouts, and other useful media for Public Meetings.
 5. Prepare for, send out announcements for, and attend up to two Public Meetings.
 6. Document all comments received at Public Meetings.
- R. Task 16 - Multi Agency Involvement & Coordination, Stakeholder Coordination** - This task is in support of the City and County of Denver's coordination efforts with outside agencies and area stakeholders (developers) related to the project. Tasks included in this scope of work include the following:
1. Coordinate the design and obtain concurrence with CCD Agencies/ Departments, Denver Water, CDOT, FHWA, CDPHE, DRCOG, Cherry Hills Village, Arapahoe County and others.
 2. Coordinate with project stakeholders including: High Line Canal Working Group, Metro and Maintenance Districts within the project corridor.
 3. Conduct/Attend coordination meetings with coordinating agencies.
 4. Submittals to affected agencies will be coordinated with CCD.
- S. Task 17 – Design Progress / Coordination Meetings** - The Design Consultant's team will attend project management coordination meetings, consultant team coordination meetings and miscellaneous meetings with CCD staff and outside entities. Individual attendees will be commensurate with the topics include in the agenda. Tasks included in this scope of work include the following:
1. Attend project management meetings.
 2. Attend consultant team coordination meetings.
 3. Attend outside agency coordination meetings as described in other tasks.
 4. Attend pertinent meetings with CDOT including, but not limited to, NEPA Environmental Scoping, Resource-specific meetings at FIR, FOR, and ROWPR.
 5. Attend FIR (30%) and FOR (90%) review meetings.
 6. Attend FIR (30%) and FOR (90%) comment resolution meetings.
 7. Attend final review meeting.

8. Prepare agendas, exhibits, handouts, conduct and write minutes for above mentioned meetings. Minutes will be completed within 7 days of the meetings.
9. Prepare agendas, exhibits, handouts, conduct and write meeting minutes for 30% and 90% Design Review Meeting. Minutes will be completed within 7 days of the meeting.

T. Task 18 – Construction Services - The Design Consultant's team will provide the following services during the construction phase of the project:

1. Review submittals as requested.
2. Respond to RFI's (Request for Information) within three business days.
3. Conduct periodic site inspections as requested.
4. Attend project meetings when requested.
5. Participate in Substantial Completion walk-through.
6. Prepare as-built plans based upon redline by the Contractor and CCD.
7. Provide Quality Assurance Materials Testing including the following:
 - a. Moisture/Density field testing of embankment, aggregate base course, utility structures and trench backfill materials using nuclear gauge.
 - b. Laboratory testing of soil and aggregate materials used on site.
 - c. Density testing of placed asphalt.
 - d. Laboratory testing of asphalt per CCD minimum testing frequency requirements.
 - e. Field sampling and testing of Portland Cement Concrete Pavement (PCCP) (including trail and roadway), sidewalk, and curb and gutter.
 - f. Perform compressive strength testing of concrete cylinder samples.
 - g. Perform engineering review of testing reports and prepare for distribution.

U. Task 19 –Miscellaneous Requirements - The Design Consultant's team will adhere to the following requirements:

1. **Miscellaneous Requirements**
 - a. All CAD files/designs shall be produced in AutoCAD Civil 3D 2016. CAD files shall be produced according to CCD CAD Standards and templates. The CCD Custom profile, which runs within AutoCAD C3D, will be provided by CCD.
 - b. Development of topographic data shall follow CCD CAD Standards.
 - c. Electronic information shall be organized using CCD's file directory structure. File Directory Structure will be provided by CCD
 - d. Electronic Files shall be transmitted to CCD upon completion of the project organized in accordance with the CCD file directory structure.
 - e. All documents shall be provided in a pdf format in addition to the file created by the original program.
 - f. Plan packages shall be submitted in accordance with CCD's CPEP Plan requirements and CDOT's final PS&E check list (90% through Construction Bid documents will be required).

- g. The Consultant will be required to develop design documents that are consistent with CDOT's requirements for FIR, FOR, ROWPR, design variances, and other submittals.
- 2. **Work Product** - The Design Consultant's team work products will include:
 - a. Reports
 - b. NEPA CatEx and related Environmental Documents
 - c. Field Inspection Review (30% / FIR) Plans and Estimates
 - d. Final Office Review (90% / FOR) Plans, Specifications, and Estimate of Probable Construction Costs
 - e. Final/ Construction (100%) Plans, Specifications, Estimate of Probable Construction Costs.
 - f. Advertisement/Bid Plans, Specifications, Estimate of Probable Construction Costs.
 - g. Project Coordination
 - h. Schedules
 - i. Meeting Minutes
 - j. Environmental permits, Utility, and ROW Clearance Documents
 - k. Professional Engineer Stamped Record Sets

Appendix A

Recommended Trail Alignment



DAVID EVANS
AND ASSOCIATES INC.

Exhibit B

**David Evans and Associates, Inc.
2016 Hourly Rate Schedule**

<u>BILLING TITLE</u>	<u>2015 Rates</u>
<u>Engineering</u>	(per hour)
Vice President.....	\$275.00
Principal Engineer.....	\$235.00
Senior Project Manager.....	\$200.00
Engineering Task Manager.....	\$190.00
Project Manager.....	\$175.00
Senior Project Engineer.....	\$165.00
Engineering Task Leader.....	\$160.00
Senior Engineer.....	\$145.00
Project Engineer.....	\$135.00
Construction Observation.....	\$125.00
Engineer/Senior Designer.....	\$120.00
Junior Engineer/Designer.....	\$110.00
Engineering Technician.....	\$100.00
Senior CADD Technician.....	\$90.00
CADD Technician.....	\$80.00
<u>Planning</u>	
Planning Principal.....	\$220.00
Managing Planner.....	\$195.00
Planning Project Manager.....	\$180.00
Planning Task Leader.....	\$160.00
Senior Environmental Planner.....	\$145.00
Landscape Architecture Manager.....	\$155.00
Senior Landscape Architect.....	\$135.00
Environmental Planner.....	\$125.00
Biologist.....	\$110.00
Landscape Architect.....	\$105.00
Junior Planner.....	\$95.00
Landscape Designer.....	\$90.00
Senior GIS Specialist.....	\$115.00
GIS Specialist.....	\$95.00
<u>Surveying</u>	
Field Survey Crew (3 person).....	\$245.00
Field Survey Crew (2 person).....	\$160.00
Field Survey Crew (1 person).....	\$100.00
Principal Surveyor.....	\$175.00
Principal Surveyor/Survey Manager.....	\$175.00
Senior Project Surveyor.....	\$170.00
Project Surveyor.....	\$130.00
Senior Survey Technician.....	\$120.00
Survey Technician / Draftsman.....	\$100.00
GPS Surveyor.....	\$115.00
<u>Administration</u>	
Senior Project Administrator.....	\$110.00
Project Accountant.....	\$85.00
Project Administrative Assistant.....	\$80.00
Clerical.....	\$70.00
Graphics Specialist.....	\$90.00
<u>Other Costs</u>	
Oce or Plotter, bond 24x36 (in-house).....	\$3.00/each
Reproducible Vellum (in-house).....	\$15.00/each
Reproducible Mylar (in-house).....	\$25.00/each

Expenses

1. [REDACTED]
2. Reproduction work, at cost
3. Travel and subsistence at direct cost
4. All other expenses at cost

Rates effective March 2016



REIMBURSABLE EXPENSES

SUB-CONSULTANT: _____

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

- 3. Actual cost of reproduction of drawings and specifications, requested by the city.
- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ _____ / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> _____ / each
Red-line copies	\$ <u>N/A</u> _____ / S.F.
Reproducibles	\$ <u>N/A</u> _____ / page

REIMBURSABLE EXPENSES

Sub-Consultant: Goodbee & Associates, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

- 3. Actual cost of reproduction of drawings and specifications, requested by the city.
- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.08</u> / each
Copies (8 1/2 x 14")	\$ <u>0.12</u> / each
Red-line copies	\$ <u>4.00</u> / S.F.
Reproducibles	\$ <u>10.00</u> / page

Note: Goodbee & Associates, Inc includes in-house printing as part of general overhead costs and does not charge copies printed at Goodbee's office to the project. Larger print jobs (large plan sets, etc.) may be printed by a third-party (ie. Kinkos) and the estimate of actual cost are noted above.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: H.C. Peck & Associates, Inc.

List **ALL** potential firm personnel title/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; acquisition of property rights	147
Sr. Project Mgr.	Day to day project management; acquisition	126
Project Mgr.	Day to day project management; acquisition	116
Sr. ROW Agent	Acquisition	105
ROW Agent III	Acquisition	95
ROW Agent II	Acquisition; acquisition support	84
ROW Agent I	Acquisition; acquisition support	74
Support Staff	Acquisition support	63
Title Staff	Title work and curative; closings	117

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Subconsultant: H.C. Peck & Associates, Inc.

The additional expenses of the consultant reimbursable by the City AT COST shall include:

Courthouse copies

Document copies obtained through SKLD

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'JCP'.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Harris Kocher Smith

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Management of survey projects and managers	\$185.00
Survey Manager	Management of survey projects and managers	\$140.00
Survey Project Manager	Management of survey projects	\$115.00
Construction Survey Manager	Management of survey construction staking projects	\$115.00
Project Surveyor	Drafting, calculations, written property descriptions	\$100.00
Two Man Crew	Survey field work	\$170.00
One Man Crew w/ Robotic GPS	Survey field work	\$125.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Harris Kocher Smith

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The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: LindaWilsonGroup

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Strategies, Client Relationships, budgets, day-to-day outreach \$75 per hour x 1.56% = \$117 per hour	\$117
Account Manager	Day-to-day public outreach activities \$45 per hour x 1.56%=\$70	\$70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 1.56%

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: LindaWilsonGroup

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB-CONSULTANT TEAM MEMBERS
Key Personnel

Firm Name: Pinyon Environmental, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
<i>Expert Witness</i>	Expert Witness Preparation and Deposition	\$215
<i>Principal Engineer/Scientist</i>	QA/QC by Principal or Senior Technical Reviewer, Meetings with Regulatory and Oversight Agencies	\$196
<i>Senior Engineer/Scientist</i>	Remediation, Engineering Design, Investigation Design, Development of Work Plans, Database Design, Training, Industrial Hygiene	\$174
<i>Project Manager</i> Brian Partington	Project Management, Coordinates Multi-Disciplinary Teams, Response to Agency Questions, Project Meetings with Clients/Regulators	\$155
<i>Project Specialist</i>	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$114
<i>Project Engineer/Scientist</i> Pete Becofske Tim Grenier Jillian Cipriani	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data Collection/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$110
<i>Staff II Engineer/Scientist</i>	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$101
<i>Staff I Technician</i>	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$88
<i>Drafting (Graphics)</i>	AutoCad or Microstation Drafting	\$81
<i>Field Technician/Project Assistant</i>	Maintain Field Equipment, Data Management	\$74
<i>Clerical</i>	Word Processing, Clerical	\$58

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.69%

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Pinyon Environmental, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

3. Actual cost of reproduction of drawings and specifications, requested by the city.
4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

EXPENSE OR SERVICE	BILLING RATE
[REDACTED]	[REDACTED]
Xerographic Copies or Printing (larger format sheets)	\$ N/A
Photographic Reproduction on Mylar	\$ N/A
Outside Materials / Services / Supplies	Cost [REDACTED]
Subcontractor/Subconsultant/Laboratory Fees	Cost [REDACTED]
LUMP SUM EQUIPMENT CHARGES	
Field Visits (General Projects)	\$ 40/day
Field Visits (Wetland Delineations and Other Biology Field Activities)	\$50/day or \$100/wk
Soil Logging (during drilling)	\$105/boring
Monitoring well development	\$55/well
Monitoring well sampling	\$67/well
Asbestos Sampling Kit	\$45/day
Asbestos Air Monitoring Field Kit	\$110/day
Other Reimbursables	
Dual Interface Probe	\$70/day
Groundwater level indicator	\$30/day
Photoionization Detector / FID or similar	\$75/day
Automated Samplers, Monitors, and Data Loggers	Cost [REDACTED]
PID / FID / multi gas meter (or similar)	\$75/day
Groundwater sampling kit	\$201/day
Soil Sampling kit	\$315/day
Rental Vehicle	Cost [REDACTED]
Support Vehicle	\$150/day

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Toole Design Group, LLC

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate
Principal-in-Charge	Provides senior-level client contact and services and is ultimately responsible for team performance.	\$260
Engineer Lead	Responsible for overall quality control; leads preparation of design efforts and provides direction to junior staff and interface with clients.	\$210
Project Manager, Senior Engineer	Plans and manages the project delivery process for large or complex projects. Leads public engagement efforts and serves as principal client contact.	\$175
Project Engineer	Prepares design criteria and design analysis reports, develop contract documents (plans and specifications), develops opinions of cost.	\$130
Planning Lead	Responsible for quality control of planning products; leads preparation of planning efforts and provides direction to junior staff and interface with clients.	\$195
Senior Planner	Prepares analysis reports, develops preliminary improvement recommendations, leads data gathering and GIS mapping efforts, supports engineering efforts and oversees public involvement material development.	\$145
Project Planner	Assists with analysis reports, develops improvement recommendations, leads data gathering.	\$120
Landscape Architect	Prepares design criteria and analysis reports, develops contract documents, develops opinions of cost within streetscape and landscaping focus areas, develops environmentally sustainable design.	\$95
GIS Specialist	Responsible for GIS databases, designs new and updates existing maps, prepares metadata and other information.	\$90
Graphic Designer	Lead development of marketing materials.	\$98
Intern	Assists with data gathering, research, document production.	\$65
Administration	Technical-level services involving the preparation of project deliverables, word processing and project accounting.	\$65

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.98.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Toole Design Group

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Yeh and Associates

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Ensure project receives all needed support. Review schedule, budget.	\$180
Senior Project Manager	Responsible for day to day management of project.	\$160
Project Manager	Responsible for day to day management of limited scope projects.	\$135
Sr. Engineer/Geologist	Performs engineering/geological investigations.	\$115
Project Engineer/Geologist	Performs investigations, prepares reports.	\$100
Staff Engineer/Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$85
Engineer/Geologist Intern	Supports more senior geologists in investigations and evaluations.	\$60
Construction Project Manager	Performs construction inspection, submits daily reports, reviews specs.	130
Senior Field Inspector	Inspects construction, submits daily field reports.	\$105
Field Inspector	Provide construction inspection services, write field reports.	\$90
Senior Field Eng. Technician	Conducts tests on soils, concrete, asphalt. Is fully certified.	\$85
Field Eng. Technician	Samples and tests asphalt, concrete, aggregate, and soils.	\$68
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing.	\$85
Laboratory Technician	Conducts tests on soils, concrete, asphalt.	\$62
Graphics/CAD Specialist	Prepares conceptual studies and designs.	\$105
CAD Technician	Assists in preparing CAD designs.	\$65
Administrative Assistant	Composes and types correspondence; maintains file system.	\$60

Laboratory tests are quoted on separate schedule or cost [REDACTED] for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 1

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Yeh and Associates

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the City.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 ½ x 11")	\$ 0 / each
Copies (8 ½ x 14")	\$ 0 / each
Red-line copies	\$ 0 / S.F.
Reproducibles	\$ 0 / page



EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

12/1/2016

DATE (MM/DD/YYYY)

7/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE
INSURER A : Zurich American Insurance Company
INSURER B : Lloyds of London
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES DEAIN01 CERTIFICATE NUMBER: 14163490 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HIGH LINE CANAL TRAIL UNDERPASSES - HAMPDEN-COLORADO. THE CITY AND COUNTY OF DENVER ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER: 14163490, CITY AND COUNTY OF DENVER, ATTN: BRENDA HAGEMAN, 201 WEST COLFAX AVENUE, DENVER CO 80249. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]