

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **FELSBURG HOLT & ULLEVIG, INC.**, (the "Design Consultant") a Colorado corporation, whose address is 6300 South Syracuse Way, Suite 600, Centennial, Colorado 80111.

RECITALS:

A. The City and the Design Consultant entered into an Agreement dated April 20, 2010, an Amendatory Agreement dated March 21, 2012, and a Second Amendatory Agreement dated December 12, 2012 relating to professional, architectural, and engineering design services (the "Agreement"); and

B. The City and the Design Consultant wish to amend the Agreement by adding additional funds, extending the term, amending the scope, and adding new rates;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth herein, the parties agree as follows:

All references to "...Exhibit A..." in the Existing Agreement are amended to read: "...**Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3**, as applicable..." **Exhibit A-3** is attached to this Third Amendatory Agreement.

1. Paragraph 2.01 entitled "**General**", of the Agreement, is hereby deleted in its entirety and replaced with:

"**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, Exhibit A-1, Exhibit A-2, and Exhibit A-3.**"

2. Paragraph 2.07 of the Agreement, entitled "**Basic Services - Task Specific**", is hereby deleted in its entirety and replaced with:

2.07 "Basic Services - Phase Specific. Complete all tasks as outlined in **Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3.**"

3. Paragraph 3.01 of the Agreement, entitled "**Fee for Basic Services**", is hereby deleted in its entirety and replaced with:

“**3.01 Fee for Basic Services.** The City agrees to pay the Design Consultant, as full compensation for its basis services rendered hereunder, a fee not to exceed **FOUR MILLION, ONE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED NINETY-SIX AND 24/100 DOLLARS (\$4,134,796.24)**, in accordance with the billing rates and project stated in **Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or his designee, and subject to the Maximum Contract amount stated in Section 3.”

4. Paragraph 3.02 of the Agreement, entitled “**Reimbursable Expenses**”, is hereby deleted in its entirety and replaced with:

“**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in Exhibit A and Exhibit A-1, Exhibit A-2, and Exhibit A-3, or approved in writing by the City as reasonably related to or necessary for 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 **TWO HUNDRED FIFTY-FIVE THOUSAND, FORTY-EIGHT AND 30/100 DOLLARS (\$255,048.30)** unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless the 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.”

5. Subparagraph (a) of Paragraph 3.05 of the Agreement, entitled “**Maximum Contract Amount**”, is hereby deleted in its entirety and replaced with:

“**3.05 Maximum Contract Amount.**

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION, FIVE HUNDRED EIGHTY-NINE THOUSAND, EIGHT HUNDRED FORTY-FOUR AND 54/100 DOLLARS (\$4,589,844.54)**, (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 Consultant, beyond those specifically described in **Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3**. Any services performed beyond those set forth therein are performed at Consultant's risk and without authorization under the Agreement."

6. Paragraph 4.01 of the Agreement entitled, "**Term.**," is amended to read as follows:

"**4.01 TERM:** The term of the Agreement commenced on April 1, 2010 and will expire, unless sooner terminated, on December 31, 2017."

7. Paragraph 5.08 of the Agreement, entitled "**Defense & Indemnification**", is hereby deleted in its entirety and replaced with:

"5.08 Indemnification:

(a) To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages arising out of, resulting from, or related to work performed or services provided under this Agreement to the extent and for an amount equal to the total percentage of negligence or fault, whichever is greater, attributable to the Consultant and Consultant's agents, representatives, subcontractors and suppliers.

(b) If Consultant is providing architectural, engineering, surveying or other design services the extent of Consultant's obligation to defend, indemnify and hold harmless will be determined after Consultant's liability or fault, whichever is greater, as well as the liability or fault of Consultant's agents, representatives, subcontractors and suppliers has been determined by adjudication, alternative dispute resolution or mutual agreement.

- (c) In all other cases, Consultant's duty to defend and indemnify City shall arise at the time written notice of a claims is provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (d) Consultant's defense obligation includes all expenses incurred including, but not limited to, court costs and attorney fees incurred in defending and investigating claims or seeking to enforce this defense and indemnify 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.
- (e) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (f) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- (g) This defense and indemnification requirement does not require that Consultant defend, indemnify or hold the City harmless for the City's own negligence.

8. As herein amended, the Agreement is affirmed and ratified in each and every particular.
9. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 _____

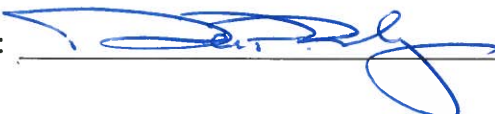
By _____

By _____



Contract Control Number: PWADM-CE93007-03

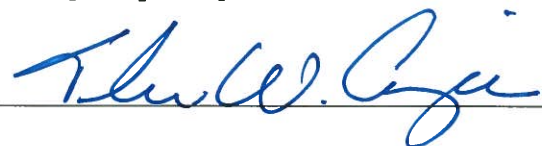
Contractor Name: FELSBURG HOLT & ULLEVIG, INC.

By: 

Name: Dean P. Bradley
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: THOMAS W. ANZIA
(please print)

Title: PRINCIPAL
(please print)



Exhibit A-3



engineering paths to transportation solutions

October 5, 2015

**City and County of Denver Project CE93007 Amendment 3
South Broadway Reconstruction Arizona Avenue to Kentucky Avenue
Design Engineering Support During Construction & Materials Testing**

Felsburg Holt & Ullevig Consultant Team Scope of Work

Overview

This Scope of Work is for Professional Services associated with Design Engineering Support During Construction and Materials Testing for the South Broadway Arizona to Kentucky Construction Project. Services will include attending weekly Contractor scheduling meetings, field visits, answering Contractor requests for information, shop drawing review, miscellaneous submittal review and materials testing and documentation.

Along with Felsburg Holt & Ullevig (FHU) the following subconsultants will be available through this Work Order:

- Design Workshop (DW)
- Goodbee & Associates (GA)
- Nolte Vertical Five (NV5)
- SSG MEP, Inc. (SSG)
- Yeh & Associates (Y&A)

Task 1 – Attend Weekly Contractor Scheduling Meetings

(FHU weekly; DW, GA, NV5, SSG and YA as needed)

Task Description

- Attend weekly Contractor scheduling meetings. *(Assume 60 meetings for FHU, and 10 each for subconsultants.)*
- Prepare meeting notes and submit them to the City and County of Denver (CCD) Project Manager (PM).

Deliverables

- Meeting Notes

Task 2 – Field Visits

(FHU, DW, GA, NV5, and SSG)

Task Description

- Visit project site when requested by the CCD PM. *(Assume 10 visits for FHU and 5 each for subconsultants.)*
- Prepare exhibits for field visits, as requested.
- Prepare field notes, as requested.

Deliverables

- Exhibits
- Field Notes

Task 3 – Contractor Request for Information (RFI)

(FHU, DW, GA, NV5, SSG and YA)

Task Description

- Answer Contractor RFI's. *(Assume 20 for FHU, and 10 each for subconsultants.)*
- Provide revised construction drawings in response to the RFI's
- As required, provide backup documentation and calculations for RFI answers.

Deliverables

- RFI answers
- RFI backup documentation and calculations

Task 4 –Working / Shop Drawing Review

(FHU, DW, NV5 and SSG)

Task Description

- Review shop drawing submittals. *(Assume 5 for FHU and 3 each for subconsultants.)*

Deliverables

- Reviewed, stamped shop drawings
- Shop drawing review backup documentation and calculations

Task 5 – Miscellaneous Contractor Submittal Review

(FHU, DW, GA, NV5, SSG and YA)

Task Description

- Review Contractor material submittals as assigned by the CCD PM. *(Assume 5 for FHU and 3 each for subconsultants.)*
- As required, provide backup documentation and calculations for miscellaneous submittals.

Deliverables

- Review comments for submittals
- Miscellaneous submittal review backup documentation and calculations

Task 6 – Quality Assurance Materials Testing

(YA)

Task Description

- Provide quality assurance materials testing in accordance with CCD and CDOT requirements; testing will be for earthwork, structural concrete, concrete sidewalk, concrete curb & gutter, concrete paving, and hot mix asphalt paving.
- Complete required CDOT materials testing forms including CCD Form 250.

Deliverables

- Materials Testing Results
- CDOT Form 250 - Materials Documentation Record and other CDOT forms as required for Local Agency Projects.

Task 7 – Project Management

(FHU)

Task Description

- Coordinate work efforts of Tasks 1 – 6.
- Monthly reporting of project status.
- Monthly invoices.

Deliverables

- Monthly status report.
- Monthly invoice.



CCD Project CE93007 Amendment 3 - Engineering Assistance During Construction

Summary by Task/Sub

Tasks	Totals	% Total	FHU	Design Workshop	Goodbee (MWBE)	NV5	SSG MEP (MWBE)	Yeh (MWBE)
1. Attend Weekly Contractor Scheduling Meetings	\$ 75,566.28	20.4%	\$ 48,312.00	\$ 5,974.50	\$ 5,368.00	\$ 8,946.00	\$ 6,965.78	
2. Field Visits	\$ 30,768.37	8.3%	\$ 6,527.52	\$ 10,284.75	\$ 2,684.00	\$ 7,928.00	\$ 3,344.10	
3. Contractor RFI's	\$ 70,051.93	18.9%	\$ 31,714.28	\$ 14,852.25	\$ 10,521.00	\$ 9,855.00	\$ 3,109.40	
4. Working / Shop Drawing Review	\$ 28,224.82	7.6%	\$ 10,714.68	\$ 5,533.50	\$ 3,113.00	\$ 7,526.00	\$ 1,337.64	
5. Miscellaneous Contractor Submittal Review	\$ 25,805.19	7.0%	\$ 5,647.16	\$ 7,665.00	\$ 3,113.00	\$ 8,376.80	\$ 1,003.23	
6. Quality Assurance Materials Testing	\$ 115,676.00	31.2%	\$ -					\$ 115,676.00
7. Project Management	\$ 15,717.84	4.2%	\$ 13,011.84		\$ 2,706.00			
Reimbursables	\$ 4,087.10	1.1%	\$ 1,150.00	\$ 1,185.00	\$ 402.00	\$ 976.00	\$ 374.10	
Vendors	\$ 5,200.00	1.4%		\$ 4,200.00				\$ 1,000.00
Additional Services	\$ -	0.0%						
Totals	\$ 371,097.53	100.0%	\$ 117,077.48	\$ 49,695.00	\$ 27,907.00	\$ 43,607.80	\$ 16,134.25	\$ 116,676.00

32% 13% 8% 12% 4% 31%

Total MWBE \$ 160,717.25
% MWBE 43.31%



**CCD Project CE93007 Amendment 3 - Engineering Assistance During Construction
Fee Worksheet - Labor**

Address: 6300 S. Syracuse Way, Suite 600, Centennial, CO 80111

By: Jeanne Sharps, P.E.

Phone: 303-721-1440

Tasks	Principal I (Kevin Maddoux)		Associate (Jeanne Sharps)		Senior Engineer, Environmental Scientist or Planner (Bill Marcato / Larry Lang)		III Eng. / Enviro. Scientist (Kate Oberleas, Marie Thoming)		Senior Designer & Senior Bridge Designer (Rick Dillon)		Designer IV (Stan Shiba)		Administrative		Totals	
	Rate: \$171.78		Rate: \$155.67		Rate: \$144.94		Rate: \$107.36		Rate: \$112.73		Rate: \$96.63		Rate: \$69.78		Hours	Fee
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		
1. Attend Weekly Contractor Scheduling Meetings & Write Meeting Minutes		\$ -	80	\$ 12,453.60	40	\$ 5,797.60	280	\$ 30,060.80		\$ -		\$ -		\$ -	400	\$ 48,312.00
2. Field Visits		\$ -	16	\$ 2,490.72	16	\$ 2,319.04	16	\$ 1,717.76		\$ -		\$ -		\$ -	48	\$ 6,527.52
3. Contractor RFI's	4	\$ 687.12	80	\$ 12,453.60	60	\$ 8,696.40	80	\$ 8,588.80	8	\$ 901.84	4	\$ 386.52		\$ -	236	\$ 31,714.28
4. Working / Shop Drawing Review		\$ -	4	\$ 622.68	40	\$ 5,797.60	40	\$ 4,294.40		\$ -		\$ -		\$ -	84	\$ 10,714.68
5. Miscellaneous Contractor Submittal Review		\$ -	4	\$ 622.68	8	\$ 1,159.52	36	\$ 3,864.96		\$ -		\$ -		\$ -	48	\$ 5,647.16
6. Quality Assurance Materials Testing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
7. Project Management		\$ -	80	\$ 12,453.60		\$ -		\$ -		\$ -		\$ -	8	\$ 558.24	88	\$ 13,011.84
Totals	4	\$ 687.12	264	\$ 41,096.88	164	\$ 23,770.16	452	\$ 48,526.72	8	\$ 901.84	4	\$ 386.52	8	\$ 558.24	904	\$ 115,927.48



engineering paths to transportation solutions

**CCD Project CE93007 Amendment 3 - Engineering Assistance During Construction
Fee Worksheet - Reimbursables**

Address: 6300 S. Syracuse Way, Suite 600, Centennial, CO 80111

By: Jeanne Sharps

Phone: 303-721-1440

Reimbursables	Unit	Cost Per Unit	Number	Cost
Mileage	Miles	\$ 0.50	1240	\$ 620.00
Parking	Each	*	4	\$ 52.00
Plotting Bond	SF	\$ 0.24	200	\$ 48.00
Copies Black & White	Each	\$ 0.08	3,000	\$ 240.00
Copies Color	Each	\$ 0.19	1,000	\$ 190.00
Total				1,150.00

* At actual cost

Vendors	Cost
Total	-

Additional Services	Cost
Miscellaneous as Requested By CCD Project Manager	
Total	-

DESIGNWORKSHOP

CCD Project CE93007 - Construction Support

Fee Worksheet - Summary

Date: 4/22/2015

Address:

1390 Lawrence St.,

By: Joshua Brooks

Denver, CO 80206, Suite 200

Phone:

303-623-5186

Summary	
Design Workshop	
Labor	\$ 44,310.00
Reimbursables	\$ 1,185.00
subtotal	\$ 45,495.00
Vendors	
Hydrosystems KDI-CA Labor	\$ 4,200.00
Total	\$ 49,695.00

DESIGNWORKSHOP

CCD Project CE93007 - Construction Support

Fee Worksheet - Labor

Date: 4/22/2015 Address: 1390 Lawrence Street, Denver, CO 80204
 By: Joshua Brooks Phone: 303-623-5186

Tasks	Principal (Jeff Zimmerman)		Project Manager (Joshua Brooks)		Project Landscape Architect		Quality Management		Project Assistant		Vendor: Hydrosystems KDI Irrigation System Design	Totals	
	Rate: \$236.25		Rate: \$157.50		Rate: \$115.50		Rate: \$157.50		Rate: \$94.50		Fee	Hours	Fee
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee			
1 Weekly Contractor Schedule Meetings											\$ 4,200.00		
- Attend Weekly Meeting	2	\$ 472.50	32	\$ 5,040.00	4	\$ 462.00	0	\$ -	0	\$ -		38	\$ 5,974.50
2 Field Visits													
- Site Visits as requested	1	\$ 236	32	\$ 5,040	4	\$ 462	0	\$ -	0	\$ -		37	\$ 5,738.25
- Field Exhibits	1	\$ 236	8	\$ 1,260	6	\$ 693	2	\$ 315	0	\$ -		17	\$ 2,504.25
- Field Notes, as requested	1	\$ 236	8	\$ 1,260	2	\$ 231	2	\$ 315	0	\$ -		13	\$ 2,042.25
3 RFI													
- Answer RFI	1	\$ 236	32	\$ 5,040	2	\$ 231	2	\$ 315	1	\$ 95		38	\$ 5,916.75
- Construction Drawing Revisions	1	\$ 236	10	\$ 1,575	16	\$ 1,848	2	\$ 315	1	\$ 95		30	\$ 4,068.75
- Additional Information as Requested	1	\$ 236	18	\$ 2,835	12	\$ 1,386	2	\$ 315	1	\$ 95		34	\$ 4,866.75
4 Working/ Shop Drawings Review													
- Review Shop Drawing Submittals	1	\$ 236	12	\$ 1,890	2	\$ 231	2	\$ 315	1	\$ 95		18	\$ 2,766.75
- Additional Information as Requested	1	\$ 236	12	\$ 1,890	2	\$ 231	2	\$ 315	1	\$ 95		18	\$ 2,766.75
5 Miscellaneous Contractor Submittal Review													
- Material Review	0	\$ -	6	\$ 945	2	\$ 231	2	\$ 315	1	\$ 95		11	\$ 1,585.50
- Plant Material Review	1	\$ 236	16	\$ 2,520	2	\$ 231	2	\$ 315	1	\$ 95		22	\$ 3,396.75
- Additional Information as Requested	1	\$ 236	10	\$ 1,575	4	\$ 462	2	\$ 315	1	\$ 95		18	\$ 2,682.75
Totals	12	\$ 2,835.00	196	\$ 30,870.00	58	\$ 6,699.00	20	\$ 3,150.00	8	\$ 756.00		294	\$ 44,310.00

DESIGNWORKSHOP

CCD Project CE93007 - Construction Support

Fee Worksheet - Reimbursables

Date: 4/22/2015

Address: 1390 Lawrence Street, Denver, CO 80206, Suite 100

By: Joshua Brooks

Phone: 303-623-5186

Reimbursables	Unit	Cost Per Unit	Number	Cost
Mileage	Miles	\$ 0.51	100	\$ 51.00
Parking	Each	\$11	0	\$ -
RTD Light Rail Fare	Each	\$5	12	\$ 54.00
Copies-Black and White (8 1/2" x 11" and 8 1/2" x 14")	Each	\$ 0.15	500	\$ 75.00
Copies-Black and White (11" x 17")	Each	\$ 0.30	500	\$ 150.00
Copies-Color (8 1/2" x 11" and 8 1/2" x 14")	Each	\$ 1.00	125	\$ 125.00
Copies-Color (11" x 17")	Each	\$ 2.00	125	\$ 250.00
Diazo/Blueline and Blackline Plots	SF	\$ 1.00	200	\$ 200.00
Large-Scale Scans	Square Inch	\$ 0.03	1,000	\$ 30.00
Color Plots	SF	\$ 5.00	50	\$ 250.00
Couriers	Each	\$ 20.00	0	\$ -
CDs/DVDs	Each	\$ 3.00	0	\$ -
			Total	1,185.00

* At actual cost

Vendors	Cost
Hydrosystems KDI--labor	\$ 4,200.00
Total	4,200.00

Assumptions

Miscellaneous meetings

\$4.50 fare x two people x six trips
 100 copies x 14 mos.
 150 copies x 14 mos.
 25 copies x 14 mos.
 25 copies x 14 mos.
 24"x36" (6 sf per) x 10 per month x 14 mos.
 (10) 24" x 36" (864 sq. in.) scans
 24"x36" (6 sf per) x 5 per month x 14 mos.

Goodbee and Associates, Inc.
 S Broadway Reconstruction, Arizona to Kentucky
 Amendment 3 - Design Engineering Support during Construction and Materials Testing
 Scope of Work and Cost Proposal
 04/23/15

Task	Description of Activities/Assumptions	Lead Project Manager	Lead Project/Const Engineer	Staff Engr	Administrative Assistant/ Tech	Total Hrs	Total Cost
		\$134.20/hr	\$134.20/hr	\$107.36/hr	\$91.26/hr		
Project Mgmt	Monthly progress reports and invoicing (assume 12 month period of performance)	12			12	24	\$2,706
Task 1 - Contractor Scheduling Mtgs	Attend ten weekly contractor scheduling meetings. Assume meetings are scheduled by others. Assume meeting notes by others.	40				40	\$5,368
Task 2 - Field visits	Visit project site five times as requested by CCD. Assume meeting minutes and exhibits by others.	12	8			20	\$2,684
Task 3 - Contractor RFI response	Answer ten Contractor RFIs that pertain to dry utilities. Provide revised utility plans and back-up documentation in response to the RFIs. Assume 8 hrs per RFI.	36	36	8		80	\$10,521
Task 4 - Working/Shop Drawing Review	Review three shop drawing submittals pertaining to dry utilities. Provide backup documentation and calculations for shop drawing review. Assume 8 hrs per review.	10	10	4		24	\$3,113
Task 5 - Misc Contractor Submittal Review	Review three Contractor material submittals as assigned by the CCD PM. Provide backup documentation and calculations for miscellaneous submittals. Assume 8 hrs per review.	10	10	4		24	\$3,113
TOTAL LABOR		120	64	16	12	212	\$27,506

Item	Units	# of Units	Unit Price	Subtotal
Mileage	miles	525	\$0.575	\$302
Miscellaneous	at cost	1	\$100	\$100
TOTAL ODCs				\$402

TOTAL ESTIMATE **\$27,506** + **\$402** = **\$27,908**

City and County of Denver Project CE93007 Amendment 3
South Broadway Reconstruction Arizona Avenue to Kentucky Avenue
Design Engineering Support During Construction & Materials Testing
Felsburg Holt & Ullevig Consultant Team Scope of Work (NV5)

Date: 5-Oct-15 Address: 2650 18th St., S
 By: NV5, Inc. Phone: 303-220-6463
 Brian W. W. Thomasen, P.E.

Summary	
NOLTE ASSOCIATES	
Labor	\$ 42,630.80
Reimbursables	\$ 976.00
Subtotal	\$ 43,606.80
Vendors	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Subtotal	\$ -
Total	\$ 43,606.80

Fee Worksheet - Labor

Date: 5-Oct-2015
 By: NV5, Inc.
 Brian W. W. Thomasen, P.E.

Address: 2650 18th St., Suite 202, Denver, CO 80211
 Phone: 303-220-6463

Tasks	Engineering Manager		Senior Engineer		Associate Engineer		Assistant Engineer		Junior Engineer		Administrative		Totals	
	Rate: \$ 161.70		Rate: \$ 141.75		Rate: \$ 124.43		Rate: \$ 111.83		Rate: \$ 98.70		Rate: \$ 61.95		Hours	Fee
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		
1. Attend Weekly Contractor Scheduling Meetings														
- Attend weekly Contractor scheduling meetings	20	\$ 3,234		\$ -		\$ -	40	\$ 4,473		\$ -		\$ -	60.00	\$ 7,707
- Contribute to meeting notes		\$ -		\$ -		\$ -		\$ -		\$ -	20	\$ 1,239	20.00	\$ 1,239
2. Field Visits														\$ 7,928
- Visit project site when requested by the CCD PM		\$ -	20	\$ 2,835		\$ -		\$ -		\$ -		\$ -	20.00	\$ 2,835
- Prepare exhibits for field visits, as requested		\$ -		\$ -		\$ -	40	\$ 4,473		\$ -		\$ -	40.00	\$ 4,473
- Prepare field notes, as requested		\$ -		\$ -		\$ -		\$ -		\$ -	10	\$ 620	10.00	\$ 620
3. Contractor Request for Information (RFI)														\$ 9,855
- Answer Contractor RFI's	5	\$ 809		\$ -		\$ -	10	\$ 1,118		\$ -		\$ -	15.00	\$ 1,927
- Provide revised construction drawings in response to the RFI's		\$ -		\$ -		\$ -	40	\$ 4,473		\$ -		\$ -	40.00	\$ 4,473
- Provide backup documentation and calculations for RFI answers		\$ -	20	\$ 2,835		\$ -		\$ -		\$ -	10	\$ 620	30.00	\$ 3,455
4. Working/Shop Drawing Review														\$ 7,526
- Review shop drawing submittals	5	\$ 809	15	\$ 2,126		\$ -	15	\$ 1,677		\$ -		\$ -	35.00	\$ 4,612
- Provide backup documentation and calculations for shop drawing review		\$ -	14	\$ 1,985		\$ -		\$ -		\$ -	15	\$ 929	29.00	\$ 2,914
5. Miscellaneous Contractor Submittal Review														\$ 8,376
- Review Contractor material submittals as assigned by the CCD PM	5	\$ 809	20	\$ 2,835		\$ -	15	\$ 1,677		\$ -		\$ -	40.00	\$ 5,321
- Provide backup documentation and calculations for miscellaneous submittals		\$ -	15	\$ 2,126		\$ -		\$ -		\$ -	15	\$ 929	30.00	\$ 3,056
Totals	35	\$ 5,659.50	104	\$ 14,742.00	-	\$ -	160	\$ 17,892.80	-	\$ -	70	\$ 4,336.50	369	\$ 42,630.80

City and County of Denver Project CE93007 Amendment 3
South Broadway Reconstruction Arizona Avenue to Kentucky Avenue
Design Engineering Support During Construction & Materials Testing
Felsburg Holt & Ullevig Consultant Team Scope of Work (NV5)



Fee Worksheet - Reimbursables

Date: 5-Oct-2015 Address: 2650 18th St., Suite 202, Denver, CO 80211
By: NV5, Inc. Phone: 303-220-6463
Brian W. W. Thomasen, P.E.

Reimbursable	Unit	Cost Per Unit	Number	Cost
Mileage (outside CCD Metro Area)	Miles	\$ 0.51	\$ 1,080	\$ 551
Parking	Each	\$ 10.00	30	\$ 300
Plotting	SF	\$ 0.25	500	\$ 125
				\$ -
Total				\$ 976

Project Assumptions

Date: 5-Oct-15
By: NV5, Inc.
Brian W. W. Thomasen, P.E.

Task Item

- 1 Assumes attendance at (20) weekly coordination meetings for a total of up to 3 hours per meeting
Will send to FHU the NV5 portion of meeting minutes for FHU use to supplement the meeting minutes
- 2 Assumes attendance at (10) field visits for a total of up to 2 hours per visit
Assumes one exhibit needed per visit, roughly 4 hours of exhibit preparation per visit
- 3 Assumes up to (10) RFIs will be submitted and reviewed by NV5
 - Assumes 2 hours of review and response time for each RFI
 - Assumes 4 hours of preparation time per revised construction drawing for up to (10) construction drawing revisions
 - Assumes 2 hours of engineering calculations per RFI request
- 4 Assumes up to (30) shop drawing reviews
 - Assumes 2 hours of review and response time for each shop submittal
 - Assumes 1 hour of engineering calculations and back-up documentation development per each shop submittal
- 5 Assumes up to (30) material submittal reviews
 - Assumes 2 hours of review and response time for each shop submittal
 - Assumes 1 hour of engineering calculations and back-up documentation development per each shop submittal
- RE Assumes up to (30) total trips to either the project site or the CCD offices



October 16, 2014

Ms. Jeanne Sharps, P.E.
Felsburg Holt & Ullevig
6300 S. Syracuse Way
Suite 600
Centennial, CO 80111

Subject: CCD Broadway – Arizona to Kentucky Consultant Team Assistance during Construction
Additional Services Proposal
SSG MEP, Inc. Proposal

Dear Jeanne:

SSG MEP, Inc. is pleased to submit the enclosed proposal to provide assistance during construction for the Broadway- Arizona to Kentucky project. Our scope of work is as follows:

- Attend (10) Weekly Contractor meetings
- Attend (5) Site Visits over the course of the construction
- Respond to RFI's submitted by the contractor (assume 10)
- Review Shop Drawings provided by the contractor (assume 3)
- Review submittals provided by the contractor (assume 3)

Compensation for the services described above is: \$15,760.15
Reimbursables for the services described above is: \$374.10

The original contract terms and conditions apply.

Should you wish to discuss this proposal further, please do not hesitate to contact me at 303.696.2602.

Sincerely,

A handwritten signature in black ink that reads "Sandra Scanlon". The signature is written in a cursive, flowing style.

Sandra C. Scanlon, P.E., LEED AP
President
SSG MEP, Inc.

**CCD Project CE93007 Amendment 3 - Engineering Assistance During Construction
Fee Worksheet - Labor**

Address: 3025 South Parker Road Suite 1100, Aurora, CO 80014

Phone: 303.696.2602

By: SSG MEP, Inc.

Tasks	Principal		Engineer		Drafter / CAD Operator		Administrative		Totals	
	Rate: \$175.98		Rate: \$111.47		Rate: \$88.00		Rate: \$65.87		Hours	Fee
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		
1. Attend Weekly Contractor Scheduling Meetings		\$ -	40	\$ 4,458.80		\$ -		\$ -	40	\$ 4,458.80
2. Field Visits		\$ -	30	\$ 3,344.10		\$ -		\$ -	30	\$ 3,344.10
3. Contractor RFI's		\$ -	20	\$ 2,229.40	10	\$ 880.00		\$ -	30	\$ 3,109.40
4. Working / Shop Drawing Review		\$ -	12	\$ 1,337.64		\$ -		\$ -	12	\$ 1,337.64
5. Miscellaneous Contractor Submittal Review		\$ -	9	\$ 1,003.23		\$ -		\$ -	9	\$ 1,003.23
6. Quality Assurance Materials Testing		\$ -		\$ -		\$ -		\$ -	0	\$ -
7. Administrative Time							6	\$ 395.22	6	\$ 395.22
8. Project Management	12	\$ 2,111.76		\$ -		\$ -		\$ -	12	\$ 2,111.76
Totals	12	\$ 2,111.76	111	\$ 12,373.17	10	\$ 880.00	6	\$ 395.22	139	\$ 15,760.15

**CCD Project CE93007 Amendment 3 - Engineering Assistance During Construction
 Fee Worksheet - Reimbursables**

Address: 3025 S. Parker Rd. Suite 1100, Aurora, CO
Phone: 303.696.2602

By: SSG MEP, Inc.

Reimbursables	Unit	Cost Per Unit	Number	Cost
Mileage	Miles	\$ 0.50	375	\$ 187.50
Parking	Each	*		\$ 75.00
Plotting Bond	SF	\$ 0.24		\$ -
Copies Black & White	Each	\$ 0.18	620	\$ 111.60
Copies Color	Each	\$ -	0	\$ -
Foam Core Exhibit Mounting Board	SF	\$ -	0	\$ -
Postage for Major Mailings	Each	*	0	\$ -
Projector Use	Each	\$ -	0	\$ -
Meeting Facility Rental	Each	*	0	\$ -
Catering for Public Meetings	Each	*	0	\$ -
Field Supplies for Materials Testing	Each	*	0	\$ -
Couriers	Each	*	0	\$ -
Overnight Deliveries	Each	*		\$ -
Total				374.10

* At actual cost

Vendors	Cost
Total	-



Yeh and Associates, Inc.

Consulting Engineers & Scientist

October 16, 2014

Jeanne Sharps, P.E.
Associate-Senior Project Manager
Felsburg Holt & Ullevig
6300 S. Syracuse Way, Suite 600
Centennial, Colorado 80111

Re: Broadway Reconstruction, Arizona to Kentucky

Dear Ms. Sharps:

Thank you for the opportunity to provide Consulting Team Assistance during construction and materials testing and documentation for the reconstruction project on Broadway between Arizona and Kentucky.

Personnel provided for the testing and documentation on this project will meet all of the certifications required for a CDOT project as listed in the CDOT Field Materials Manual. In addition, it is our understanding that there will be no project testing trailer, so any laboratory testing will be conducted in the Yeh laboratory which is located within 4 miles of the project. The Yeh laboratory is AMRL certified for most tests that will be required for this project. There may be some required tests that will need to be sent to an outside laboratory.

Since there will be no project test trailer, the same technician who conducts the field testing will also do tests at the Yeh laboratory, so we based our estimate using Senior Field Technician rate.


We have attached the estimate for the above services based on the approved, revised rates. The attached estimate also contains our anticipated cost for Consultant Team Assistance.

Any additional work requested and approved by the Project Engineer will be charged at the approved project rates.

Please contact me if you have any questions or need more information.

Thanks,

Yeh and Associates, Inc.


Robert F. LaForce, P.E.
Senior Materials Manager

cc: File 2014-P261

Yeh and Associates, Inc.

Estimate for Engineering Support and Materials Testing and documentation

2014-P261

Broadway, Arizona to Kentucky
Construction Testing and Engineering Support

10/15/2014

Engineering Support

Project Manager (Engineering Support)

36 hours X \$144.90 /hour = \$5,216

Testing and Documentation

Project length = 18 months
= 78 weeks

Estimate is for a field technician approximately half time:

Technician

20 hrs/wk X 78 weeks X \$68.25 /hour = \$106,470

Senior Field Inspector

40 hours X \$99.75 /hour = \$3,990

Outside lab testing (ie: R-values/voids testing)

\$1,000

Total Estimate = \$116,676

Field testing and lab testing will be charged at the same rate because there will be no lab trailer on the project, so the same tech will perform testing at the Yeh Lab at 2000 Clay Street.

5% increase
 Authorized
 9/17/14

Felsburg Holt & Ullevig

SCHEDULE OF PERSONNEL BILLING RATES	BILLING RATE
Personnel Classification	PER HOUR
Principal II	\$189.00
Principal I	\$171.78
Associate	\$155.67
Sr. Engineer/Sr. Transportation Planner/ Sr. Environmental Scientist	\$144.94
Engineer V/ Environmental Scientist V/Transportation Planner V	\$134.20
Engineer IV/ Environmental Scientist IV/ Transportation Planner IV	\$123.47
Sr. Designer/Sr. Bridge Designer/Sr. Environmental Tech	\$112.73
Environmental Scientist/Transportation Planner III	\$107.36
Engineer/Environmental Scientist/Transportation Planner II	\$96.63
Engineer/Environmental Scientist/Transportation Planner I	\$85.89
Designer/Environmental Tech V	\$102.00
Designer/Environmental Tech IV	\$96.63
Designer/Environmental Tech III	\$85.89
Designer/Environmental Tech II	\$75.16
Designer/Environmental Tech I	\$64.42
Administrative	\$69.78

AECOM

SCHEDULE OF PERSONNEL BILLING RATES	BILLING RATE
Personnel Classification	PER HOUR
Principal	\$252.00
Principal	\$220.50
Sr. Project Manager	\$194.25
Project Manager	\$189.00
Senior Engineer	\$157.50
Senior Engineer	\$168.00
Engineer	\$141.75
Engineer In Training	\$105.00
Senior CAD Operator	\$94.50
CAD Operator	\$73.50
Administrative	\$78.75

Design Workshop

SCHEDULE OF PERSONNEL BILLING RATES	BILLING RATE
PERSONNEL CLASSIFICATION	PER HOUR
Principal	\$236.25
Project Manager	\$157.50
Project Landscape Architect	\$115.50
Quality Management Reviewer	\$157.50
Project Assistant	\$94.50
Graphic Designer	\$136.50

Goodbee & Associates, Inc.

PERSONNEL CLASSIFICATION	BILLING RATE
	PER HOUR
Principal	\$144.94
Lead Project/Construction Engineer	\$134.20

Lead Project Manager	\$134.20
Staff Engineer	\$107.36
Staff Utility Specialist and Senior Environmental Specialist	\$107.36

Senior Environmental Specialist	\$105.00
Staff Engineer	\$107.36
Field Project Manager	\$102.00
Field Engineer/Engineering Tech	\$91.26
CAD tech (Spencer)	\$69.78
Administrative/Clerical (Pavelka)	\$91.26

HC Peck & Associates

PERSONNEL	BILLING RATE
CLASSIFICATION	PER HOUR
Principal	\$121.28
Senior Project/Quality Manager	\$101.87
Project Manager 1	\$89.13
Senior ROW Agent	
Right of Way Agent III	\$81.50
Right of Way Agent II	\$68.76
Right of Way Agent I	\$58.58
Support Staff	\$50.94
HCP& A litigation support	\$157.50
Senior Title Examiner	\$95.81

Hermesen Consultants

PERSONNEL	BILLING RATE
CLASSIFICATION	PER HOUR
Principal	\$189.00
Research Assistant	\$31.50

Kumar & Associates

PERSONNEL	BILLING RATE
CLASSIFICATION	PER HOUR
Principal	\$152.25
Project Manager	\$94.50
Senior Project Geologist	\$115.50
Staff Scientist	\$78.75
Senior Drafter	\$63.00
Word Processing	\$52.50

Nolte Vertical Five	
PERSONNEL	BILLING RATE
CLASSIFICATION	PER HOUR
Principal	\$202.65
Associate	\$174.83
Engineering Manager	\$161.70
Senior Engineer	\$141.75
Associate Engineer	\$124.43
Assistant Engineer	\$111.83
Junior Engineer	\$98.70
Senior Cadd Technician/ Designer	\$109.20
CADD Technician II	\$88.20
Survey Manager	\$144.90
Senior Surveyor	\$122.33
Associate Surveyor	\$98.70
Assistant Surveyor	\$96.60
High Def Survey (HDS) Crew	\$321.83
1-person Field Crew (GPS) (Robotic)	\$125.48
1-person Field Crew	\$113.81
2-person Field Crew	\$156.45
3-person Field Crew	\$212.10
Administrative	\$61.95

Regnier & Associates, Inc.

PERSONNEL	BILLING RATE
CLASSIFICATION	PER HOUR
Principal	\$126.00
Public Involvement / Information Specialist	\$126.00
Spanish Translation / Facilitation Specialist	\$126.00
Graphic Artist	\$94.50
Project Administrator	\$78.75
Communication Specialist	\$76.75
Administrative Assistant	\$57.75

Scanlon Szynskie Group, Inc.

PERSONNEL	BILLING RATE
CLASSIFICATION	PER HOUR
Principal	\$175.98
Engineer	\$111.47
Designer	\$89.25
Drafter/CAD Operator	\$88.00
Administrative	\$65.87
Clerical	\$57.75