10-260-A

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **HNTB CORPORATION** (the "Design Consultant"), a Delaware corporation, whose address is 1600 Broadway, Suite 1300, Denver, Colorado 80202.

WITNESSETH:

WHEREAS, the City and the Design Consultant previously entered into a Design Services Agreement dated March 23, 2010 for professional and engineering design services in support of the Colorado Center Bicycle/Pedestrian Bridge (the "Agreement"); and

WHEREAS, the City and the Design Consultant wish to extend the term of the Agreement and increase the total compensation to be paid for such extended term.

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

1. All references to "...Exhibit A..." in the Agreement shall be amended to read: "...Exhibit A and A-1, as applicable...". The scope of work marked as Exhibit A-1 attached to this Amendatory Agreement is hereby incorporated by reference.

2. All references to "...Exhibit B..." in the Agreement shall be amended to read: "...Exhibit B and B-1, as applicable...". The billing rates and project budget marked as Exhibit B-1 attached to this Amendatory Agreement is hereby incorporated by reference.

3. The following subsections of Section 3 of the Agreement, entitled "**COMPENSATION, PAYMENT, AND FUNDING,**" are hereby amended to read in their entirety 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 **ONE MILLION FOUR HUNDRED SIXTY-NINE THOUSAND FORTY-ONE AND NO/100 DOLLARS ($1,469,041.00),** in accordance with the billing rates and project budget stated in ***Exhibit B and B-1***. 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 this Section 3."

"**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in ***Exhibit B and B-1*** 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 **FORTY THOUSAND FIVE HUNDRED NINETY-NINE AND NO/100 DOLLARS ($40,599.00)** unless an additional amount is approved by the Manager 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."

"**3.05 Maximum Contract Amount.**
(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION, FIVE HUNDRED NINE THOUSAND SIX HUNDRED FORTY AND NO/100 DOLLARS ($1,509,640.00)** (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 and A-1.*** Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

4. Section 4.01 of the Agreement, entitled **"Term"**, is hereby amended to read as follows:

"**4.01 Term.** The term of this Agreement shall commence on March 23, 2010, and expire, unless sooner terminated, on July 1, 2013."

5. Section 5.10 of the Agreement, entitled "**Contract Documents; Order of Precedence,**" is hereby amended to read as follows:

"**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 (Preliminary Design)
Exhibit A-1	Scope of Work (Final Design)
Exhibit B	Fee Breakdown and Billing Rates (Preliminary Design)
Exhibit B-1	Fee Breakdown and Billing Rates (Final Design)
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 and A-1, as applicable
Exhibit B and B-1, as applicable
Exhibit C"

6. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed, through their respective lawfully empowered representatives, this Amendatory Agreement as of the day and year first above written.

ATTEST:

_____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

APPROVED AS TO FORM:
City Attorney for the
City and County of Denver

By:_____
Assistant City Attorney

CITY AND COUNTY OF DENVER

By:_____
Mayor

RECOMMENDED AND APPROVED:

By:_____
Manager of Public Works

REGISTERED AND COUNTERSIGNED:

By:_____
Manager of Finance
Contract Control No. CE92032(1)

By:_____
Auditor

"CITY"

HNTB CORPORATION

I.R.S. Identification No. 43-1623092

By _____

Title VICE PRESIDENT

"DESIGN CONSULTANT"

EXHIBIT A-1, SCOPE OF WORK
EXHIBIT B-1; FEE BREAKDOWN AND BILLING RATES

EXHIBIT A-1

Final Design Phase, Bidding, Bid Evaluation, and Construction Phase SCOPE OF WORK

The scope of work described only includes the work for the **Final Design Phase. Bidding, Bid Evaluation, and Construction Phase** of the project. This scope supplements and is in addition to the scope of work included in contract CE 92032. executed between The City and County of Denver and HNTB Corporation on April 5. 2010.

I. Project Understanding

This Project provides professional design engineering and related services in connection with the construction of a bicycle/pedestrian bridge across I-25 at a location somewhere between Colorado Blvd and Evans Ave interchanges.. The City and County of Denver (CCD) recognizes the need for pedestrian/bicycle connectivity over I-25 to the Colorado Station on the Regional Transportation District's Southeast Light Rail Transit Corridor. Additionally. the Denver Bicycle Master Plan Update (2001) identified connectivity across I-25 at this location as a major missing link in the bicycle system. This project is intended to help CCD realize its goal of providing an aesthetically pleasing bridge that is friendly to both bicyclists and pedestrians and provides the connectivity mentioned above. A site selection study. Colorado Center Pedestrian/Bicycle Bridge Size and Location Study (2009) has been completed and was provided as part of the project's request for Proposals. The purpose of this study was to evaluate the site locations along I-25 between Colorado Boulevard and Evans and determine the required bridge size and span arrangement at each location and recommend a preferred location. The major component of this project is an approximately 275-ft.. one- or two-span bicycle/pedestrian bridge. Security and potential aesthetic lighting of the structure are anticipated. The structure will have a horizontal deck clearance of 10 ft. to 14 ft. and 10 ft. horizontal deck clearance on the vertical ramps approaching each end of the structure. Each ramp will also incorporate appropriate streetscaping/landscaping and lighting. Additionally. right-of-way is expected to be required at each end of the bridge to accommodate ramps and streetscaping/landscaping.

II. Project Scope of Work

At the time of the development of this scope. preliminary design is approximately 50% complete. The final location of the structure is being determined as part of the preliminary design scope and has been narrowed to two options. The first has been called the "Original" site is near Jewell and Bellaire on the north and Colorado Center on the south. The second has been named the "Colorado Station" site and is northwest of Evans Ave on the south and near Cherry and Asbury Streets on the noroth. This scope is based on one of these two options being carried forward through final design. This scope is also based on the level of design effort consistent with a single or double mast cable stay bridge. The Design Consultant's team understands that the program budget for this project is $8.000.000 and the construction budget for the project is approximately $6.000.000.

EXHIBIT A-1

A. Progress Meetings - The City and Design Consultant's Project Managers will meet as required (typically at two-week intervals during the design phase of the project). These Progress Meetings will be used to coordinate the work effort and resolve problems, and the meetings will be required throughout the duration of the design of the project. These meetings will be held at Design Consultant's Denver Office. Pertinent team members will attend each meeting. Some members will attend via video conference from Design Consultant's Kansas City, MO and Overland Park, KS offices.

The meetings will review the following:

- Recording and distributing meeting minutes.
- Activities completed since the last meeting.
- Design Issues.
- Review of updated construction cost estimates.
- Challenges encountered.
- Activities required by the next progress meeting.
- Solutions for unresolved and anticipated issues and any late activities.
- Information or items required from other agencies and discuss agency coordination.

B. Final Design, Pre-Construction and Construction Services Phase

The Design Consultant will develop a final construction bid package in accordance with City requirements and the requirements of the LACA (Local Agency Certification Acceptance) program for federally-funded projects. Major elements will include:

1. **Design Coordination** – The Design Consultant shall coordinate the design tasks of its team members.
2. **Environmental Services** - Based on the selected location and structure type, the Design Consultant Team will complete the following Final Design Environmental Services
    a. Hazardous Materials (Phase I ESA or Update) –A Phase I Environmental Site Assessment (Phase I) would be completed prior to Final Office Review (FOR) and/or Right-of-Way (ROW) acquisition. Pinyon will adjust the exact timing of completion of the Phase I, and a possible update, to meet CDOT requirements for the Cat Ex and possible ROW acquisition.
    b. Final CDOT Coordination for a Cat Ex – The Design Consultant will complete post-FIR revisions of deliverables in order to provide CDOT with the documentation required for the Cat Ex. This scope assumes that there will be no wetlands impacts or permitting.
3. **Geotechnical Engineering** – The geotechnical investigation performed as part of preliminary design assumed that there will not be a bridge pier in the median of I-25. If the structure selection process determines that a pier in I-25 is the preferred option, a boring will be included in the final design phase. The Design Consultant's geotechnical subconsultant will drill an additional boring at the proposed center pier of the bridge in I-25. The boring will require a lane closure on I-25. Therefore, the boring will be drilled at night using appropriate traffic control and lighting equipment. The boring will be drilled to a maximum depth of approximately 50 feet using hollow-stem auger drilling methods. Additional laboratory index tests will be performed on specimens recovered from the boring. The Design

Consultant's team will issue an addendum to the geotechnical report summarizing our findings and recommendations.

4. **Structural Design** – Based on the conclusions and recommendations of the Structure Selection report completed as part of preliminary design, the Design Consultant will complete final design of the structural components of the project based on the requirements of CDOT's Bridge Design Section 19.1 "MINIMUM PROJECT REQUIREMENTS FOR MAJOR STRUCTURES" including an Independent Design, Detail, and Quantity Check. Superstructure components will include main span(s) over I-25, required approach spans on each side of I-25, ramps to approach spans, and stairs at each end. Substructure components will include bridge piers, abutments and foundation required to support the structure.

   The structure will be designed according the the following design standards as applicable:

   a. AASHTO LRFD Bridge Design Specifications, American Association of State Highway and Transportation Officials (AASHTO), 4th Edition, Customary U.S. Units, 2007, with current interim revisions through 2010.

   b. American Association of State Highway and Transportation Officials (AASHTO)/National Steel Bridge Alliance (NSBA) Steel Bridge Collaboration documents for steel bridges.

   c. Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03, U.S. Customary Units, Publication No. FHWA-FLH-03-002.

   d. AASHTO LRFD Bridge Construction Specifications, American Association of State Highway and Transportation Officials (AASHTO), 2nd Edition, Customary U.S. Units, 2004 with current interim revisions.

   e. Manual of Standard Practice, Concrete Reinforcing Steel Institute (CRSI) May, 2003.

   f. "Bridge Design Manual" (CDOT), current version as of May, 2009,

   g. "Bridge Rating Manual" (CDOT), current version as of July, 2007.

   h. 2006 International Building Code

   a. "DENVER AMENDMENTS TO THE 2006 INTERNATIONAL CODES"

5. **Civil Engineering (Roadway and Drainage)**
   a. **Civil/Roadway** - Based on the selected location and structure type, the Design Consultant Team will provide the following civil/roadway engineering servies:
      1) Prepare Civil plan and profile sheets through Final Design

2) Prepare Construction Traffic Control and Phasing plans for I-25
3) Prepare Construction Traffic Control and Phasing plans for Adjacent Local Streets
4) Construction Staging Limits & Requirements
5) Prepare Final Civil. Plans. Details and Specifications

b. **Drainage Design** - The Design Consultant's team will prepare a drainage design with supporting reports and constructions documentation. Activities associated with the drainage engineering task will include the following:
   1) Gather data on existing stormwater systems. detention ponds and water quality facilities.
   2) Prepare final drainage report and associated exhibits.
      a) General location and description
      b) Major drainage basins and sub-basins
      c) Drainage design criteria
      d) Drainage facility design
      e) Conclusions. references
      f) Appendices (hydrologic / hydraulic computations. water quality BMPs)
   3) Prepare final drainage plans.
      a) Overall drainage plan
      b) Detailed drainage plans
   4) Participate in project meetings. utility coordination and design reviews.

6. **Site Development / Urban Design** - Based on the selected location and structure type. the Design Consultant Team will complete final site development / Urban Design for the following elements of the project:
   a. Bridge Approach- sidewalk to landing
   b. Landing Design & Details
   c. Landscape Design & Details
   d. Sustainable Solutions Review and Recommendations
   e. BMP design (non-structures)
   f. Design coordination with lighting Design Consultant
   g. Coordinate with public art component of the project
7. **Traffic Engineering** – Traffic Engineering items are included in sections 5. **Civil Engineering (Roadway and Drainage)** & 11. **Project and Structure Phasing**
8. **Right-of-Way** - Based on the selected location and structure type. the Design Consultant Team will complete the following final design Right of Way components of the project:

   a. The Design Consultant Team will attend a pre-survey and Right of Way meeting with the appropriate staff personnel from City and County of Denver and the Colorado Department of Transportation R-6.
   b. The Design Consultant Team will prepare "Permission to Enter Property" forms for areas requiring survey work on land not controlled by the City. This scope includes preparing these forms for six (6) property owners.
   c. Street permits to survey within the right-of-way of 1-25. E. Jewell Ave. S. Bellaire St.. Cherry St. and Buchtel Blvd. will be obtained from the City and County of Denver and the Colorado Department of Transportation.

d. The Design Consultant Team will prepare title commitments for the proposed impacted properties. This scope includes title commitments a maximum of six (6) impacted properties.
e. Prepare Final Right of Way Plans and Property Descriptions - The Design Consultant Team will prepare Final Right of Way Plans in accordance with a COOT oversight format for the above referenced project. This scope includes six (6) separate owners impacted resulting in a total of six (6) acquisition or easement parcels.
f. The Design Consultant Team will prepare six (6) property descriptions and exhibits to accompany the Right of Way Plans.
g. The Design Consultant Team will attend one Right of Way Plan Review (ROWPR) meeting with COOT R-6.

9. **Utilities** - Based on the selected location and structure type. the Design Consultant Team will complete the following final design Utility components of the project:
   a. Prepare utility specification for all required utility work.
   b. Confirm utility impacts. required utility relocations and adjustments. schedule and financial responsibility with utilities.
   c. Revise the utility cost estimate
   d. Prepare final utility plans following the resolution of the FIR comments, the completion of the final drainage and bridge design. and the completion of the design of the other items. The final utility plans shall include all horizontal and vertical locations of the existing and proposed utilities and any other details which would indicate possible utility conflicts. The new or revised utility locations will be added to the plan topography.
   e. Conduct one-on-one meetings with all affected utilities to confirm relocations. plans and clearance package input.
   f. Finalize utility clearance package and general utility clearance letters.

10. **Lighting & Electrical Engineering** - complete the following final design Lighting & Electrical components of the project:
    a. Lighting and electrical design and details associated with the bridge and ramp lighting.
    b. Electrical design for non-lighting devices (i.e. irrigation controllers. emergency phones etc.).
    c. Electrical Specifications
11. **Project and Structure Phasing** - Based on the selected location and structure type. the Design Consultant Team will complete the following final design: the Design Consultant Team will develop a construction-phasing plan which integrates the construction of all the project work elements into a practical and feasible sequence with particular attention to the project's relation to I-25. Final Construction Bid Package (Final Plans. Specifications and Cost Estimate)
12. **Emergency Notification System Scope** – Based on the selected location and structure type. the Design Consultant Team will determine the preferred emergency notification system for the Colorado Center Pedestrian Bridge and develop plans. specifications and estimate for inclusion in the overall project bid package. The preferred system is

expected to provide some type of emergency phone that will allow the public to report emergency situations on the bridge. It is assumed that the emergency notification system will provide a connection to an existing emergency operations center. It is not expected that detailed systems engineering process documentation will be needed to meet FHWA requirements.

Preliminary Design

a. Discuss the emergency notification system function and available technology's pros and cons with the client.
b. Develop proposed functional system alternatives for the system.
c. Assess appropriate technologies to meet system requirements.
d. Develop a preliminary system design and develop preliminary estimates of capital. operations and maintenance costs.
e. Review proposed system preliminary design with the client and agree on a final system scope.

Final Design

a. Complete a detailed system design for the agreed upon preliminary design.
b. Develop the 90% plan sheets. specifications and engineer's cost estimate for the system. Submit 90% P. S & E package for review.
c. Address review comments and produce a 100% P. S & E package for incorporation into the overall P. S & E package. Provide written responses to all comments.

13. **Final Design Review Meeting** – The design team will facilitate the Final Design Review Meeting. Activities will include compiling comments. provide a response to each comment and prepare meeting minutes. Comments received prior to and at the Final Design Review meeting will be incorporated into a single document to track each comment.
14. **Prepare Record Plans** – All comments received prior to and at the Final Design Review Meeting will be incorporated into final record plans by the Design Consultant Team.
15. **Final Public Information Meeting** – The Design Consultant's team will conduct an informal project open house in the project neighborhood to inform area property and business owners of the project progress and project features. Fully document the results for CCD decision makers. It is anticipated that one open house will occur during this phase and the second open house will occur during the final design phase. Activities associated with the Public information meeting will include the following:

    a. Advertise Public Meeting
    b. Determine and coordinate meeting location.
    c. Send out invitations and public announcements.
    d. Prepare minutes and reports.
    e. Document follow up actions
    f. Create and distribute door-to-door fliers
    g. Coordinate with City Council Businesses

Public outreach and involvement – Public outreach will include sending fliers and outreach materials through a combination of door –to –door flier distribution and electronic mail.

C. **Bidding, Bid Evaluation, and Construction Phase** – The Bidding. Bid Evaluation. and Construction Phase will include the following tasks:

1. **Pre-Bid Meeting** - The Design Consultant Team will attend the pre-bid meeting and site visit (if held) to respond to inquiries and requests for interpretation by prospective bidders.
2. **Bid Evaluation & Assistance** - The Design Consultant Team will assist the City in preparing written responses or addendum material as required.
    a. The City shall distribute such responses and addenda to prospective bidders.
    b. The Design Consultant Team will assist the City in reviewing. checking. evaluating and tabulating bids.
    c. The Design Consultant Team will advise the City on the acceptability of substitutions of materials. equipment or construction methods suggested by prospective bidders prior to bid opening.

D. **Design Consultant Construction Services** - Design Consultant Team will attend the Pre-construction meetings.

1. Design Consultant Team will supply 10 (11"x17") hardcopies and one pdf file of the bid documents including pre-bid data. addenda. signature forms. and procedures. The CITY will approve all materials prior to distribution.
2. It is the understanding of the Design Consultant that the CITY will distribute pdf files for their internal review process and stakeholders and to the perspective bidders.

The Design Consultant Team will provide the following services during construction:

1. Provide periodic observations of construction progress to assure work is in conformance with the intent of the construction documents.
2. Review and approve shop drawings. colors and materials.
3. Provide clarification of design details as requested.
4. Prepare contract modifications or change orders as necessary.
5. Submit typewritten reports identifying activities in progress or actions taken while making periodic site observations during the construction period.
6. The Design Consultant Team will also identify any special activities for this phase which might require additional work effort and the estimated expense.
7. The Design Consultant Team will prepare "as-built" drawings.

III. Deliverables

A. **Progress meeting minutes.**

B. **Final Design Documents including:**

- Title Sheet
- General Notes
- Summary of Approximate Quantities
- Final Civil Engineering Plans & Specifications (Roadway and Drainage)
- Final Bridge Plans & Specifications (Structural design will include an Independent Design. Detail. and Quantity Check per CDOT Bridge Design Manual Section 19)

EXHIBIT A-1

- Final Construction Phasing Plans & Specifications
- Final Survey Control Sheet
- Final Row Ownership Map
- Final Utility Plan(s)
- Final Topography Plan(s)
- Right-of-Way Plans & Specifications
- Final Landscaping Layout Plan(s)
- Final Site Layout Plan(s)
- Final Lighting Plans & Specifications
- Final Electrical Plans & Specifications
- Revised Structure Selection Report
- Final Construction estimate
- Preliminary Drainage report
- Final Drainage Report

EXHIBIT B-1

Colorado Center Pedestrian / Bicycle Bridge FIR Level Design

City and County of Denver

August 9, 2010

Fee Breakdown	See Note	HNTB Labor	HNTB Expenses	Subconsultants	HNTB Total	MBE/WBE
A Project Management		$93,829	$11,570		$105,399	
B Review of Project Data		$295			$295	
C Final Design		$440,860	$10,402	$89,476	$540,738	$75,228.84
D Site Development - Urban Design		$54,572	$4,458		$59,030	
E Traffic and Civil Engineering		$50,355			$50,355	
F Environmental Services		$0		$3,890	$3,890	$3,890
G Right of Way	1	$0		$48,727	$48,727	
H Adjacent Street Design		$5,156			$5,156	
I Utilities		$0		$23,774	$23,774	$23,774
J Electrical Engineering	2	$0		$28,500	$28,500	
K Construction Phasing Plan & Estimating		$85,143	$1,486		$86,629	
L Sign Structures		$0			$0	
M FOR Design Package		$5,237			$5,237	
N FOR Design Review Meeting		$5,340			$5,340	
O Final Public Information Meeting		$24,705		$14,985	$39,690	$14,985
P Project Consensus	3	$0			$0	
Q Post FOR Design		$23,275			$23,275	
R Bid Phase		$8,726			$8,726	
S Construction Services		$130,850			$130,850	
	Total =	$928,344	$27,916	$207,352	$1,163,611	$117,876

	Prel Design	Final Design	Constr Services	Total
Total Fee =	$ 346,823	$1,032,761	$ 130,858	$ 1,508,640
MBE/WBE Fee =	$ 115,448	$ 117,876	$ -	$ 233,324
MBE/WBE Participation =	33%	11%	0%	15%

Notes:

1 Right of way Costs are included in the survey / ROW portion of final Design

2 Electrical Engineering final design costs are included in the lighting costs of Site Development

3 Project Consensus Subconsultant costs are in included in Public Information Subconsultant costs

EXHIBIT B-1

Colorado Center Pedestrian / Bicycle Bridge Final (FOR) Level Design
August 9, 2010

LABOR

LABOR BILLING RATES

Task	Princ-in-Charge	Project Manager	Proj Admin	Proj Controls	Sr Bridge Architect	3D Architect	3D Technician	Sr Bridge Engineer	Bridge Engineer	Bridge Engineer	Bridge CADD
	M. Hess	J. Guenther	T. Ware	J. Stewart	G. Demaris	J. Miguel	J. Platz	F. Blakemore	M. McCombs	D. Eads	C. Mayers
Consultant's Billing Rate	$277.41	$178.46	$52.06	$78.27	$189.54	$154.10	$77.54	$210.54	[illegible]	$112.79	$111.66
A. Project Management	12.0	[illegible]	24.0	120.0	30.0	0.0	0.0	30.0	40.0	0.0	0.0
1 Project Meetings											
2 Bi-Weekly Meetings (Ost-in)		60.0		40.0	15.0			30.0	40.0		
3 Coordination Meetings in Denver		24.0			15.0						
4 Meeting Minutes		24.0		40.0							
5 Project Set-up & Invoicing		24.0	24.0	40.0							
6 General Project Management	12.0	120.0									
B. Review of Project Data	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 Review the Bridge Location											
C. Final Design	0.0	0.0	0.0	0.0	[illegible]	0.0	0.0	[illegible]	[illegible]	[illegible]	[illegible]
1 Main Span Superstructure Design					18.0				24.0	40.0	
2 Tower Design					16.0			4.0	60.0	100.0	
3 Approach Superstructure					10.0			2.0	40.0	80.0	
4 Approach Piers					10.0			4.0	40.0	80.0	
5 Foundations								8.0	24.0	40.0	
6 Cable Design								2.0	32.0	40.0	
7 Fence Design								4.0	40.0	40.0	
8 Exp Jt design									16.0	16.0	
9 Erection analysis								4.0	40.0	80.0	
10 Quality control								160.0			
11 Approach Superstructure					7.5						
12 Approach Piers					14.0				24.0	24.0	120.0
Plan Preparation											
13 Main Span super.									80.0	80.0	240.0
14 tower									24.0	24.0	80.0
15 abutments									24.0	24.0	120.0
16 cable details									24.0	24.0	120.0
17 Fence Design					32.0				32.0	32.0	200.0
18 rebar									40.0	40.0	80.0
19 drilled shaft details									16.0	16.0	40.0
20 erection sequence									24.0	24.0	40.0
21 FWA Coordination								16.0			
22 Pedestrian Vibration Analysis								16.0			
23 Wind Analysis								24.0			
24 Misc. CADD Support											40.0
25 Lighting Coordination					6.0						
Security / Communications											
26 Discuss Functionality & Technology											
27 Develop Functional System Alternatives											
28 Assess Technologies											
29 Preliminary System Design											
30 Select System Scope											
31 Final System Design											
32 Develop 60% P, S & E Package											
33 Produce 100% P, S & E Package											
34											
35											
36											
37											
38											
39											
40 Special Provisions					8.0			20.0	40.0	40.0	
41 Field Survey / Right of Way - See Subconsultant Summary Below											
42 Geotechnical Engineering - See Subconsultant Summary Below											
43											
D. Site Development - Urban Design	0.0	0.0	0.0	0.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0
1 Bridge Approach - sidewalk to landing (up to 30 LF)											
2 Landing Design (up to 300 LF, sq. feet)											
3 Landing Details											
4 Landing CDs											
5 Landscape Design (up to 300 LF, sq. feet)											
6 Landscape Details											
7 Sustainable Solutions Review and Recommendations											
8 BMP design (non-structural)											
9 design coordination with lighting consultant											
10 design coordination with bridge engineer											
11 design coordination with public art component					18.0						
12 Way finding (directional only assumed)											
13 Quality Control											
E. Traffic and Civil Engineering	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 Prepare Civil plan and profile sheets through FOR											
2											
F. Environmental Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 See Subconsultant Summary Below											
2											
G. Right of Way	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 See Subconsultant Summary Below											
2											
H. Adjacent Street Design	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 Apartment monument sign relocation											
2 parking reconfiguration											
I. Utilities	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 See Subconsultant Summary Below											
2											
J. Electrical Engineering	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 See Subconsultant Summary Below											
2											

Task	Construction Manager	Sr Urban Planner	Urban Planner II	Sr Landscape Architect	Landscape Architect I	Lead Civil Engineer	Civil Engineer	Civil Tech	Sr ITS Engineer	ITS Engineer	Elec. CADD	Totals
	E. Ritchie	K. VanElders	D. Campbell	C. Handzel	E. Young	R. Manzanares	A. Meardagh	E Novak	C. Miller	R. Steel	F. Harwood	
Consultant's Billing Rate	$118.57	$147.39	[illegible]	$126.58	$82.33	[illegible]	$110.41	$113.29	$158.44	$120.94	$61.70	
A. Project Management	0.0	47.0	0.0	0.0	0.0	40.0	20.0	0.0	0.0	0.0	0.0	[illegible]
1 Project Meetings												0.0
2 Bi-Weekly Meetings (Ost-in)		24.0										209.0
3 Coordination Meetings in Denver		16.0				40.0	20.0					115.0
4 Meeting Minutes		4.0										68.0
5 Project Set-up & Invoicing		3.0										91.0
6 General Project Management												132.0
B. Review of Project Data	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
1 Review the Bridge Location		2.0										2.0
C. Final Design	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	[illegible]	44.0	[illegible]	[illegible]
1 Main Span Superstructure Design												82.0
2 Tower Design												182.0
3 Approach Superstructure												132.0
4 Approach Piers												134.0
5 Foundations												72.0
6 Cable Design												74.0
7 Fence Design												84.0
8 Exp Jt design												32.0
9 Erection analysis												128.0
10 Quality control												160.0
11 Approach Superstructure												7.5
12 Approach Piers												182.0
Plan Preparation												0.0
13 Main Span super.												402.0
14 tower												129.0
15 abutments												168.0
16 cable details												168.0
17 Fence Design												296.0
18 rebar												160.0
19 drilled shaft details												72.0
20 erection sequence												88.0
21 FWA Coordination												16.0
22 Pedestrian Vibration Analysis												16.0
23 Wind Analysis												24.0
24 Misc. CADD Support												40.0
25 Lighting Coordination												6.0
Security / Communications												0.0
26 Discuss Functionality & Technology									8.0			8.0
27 Develop Functional System Alternatives									8.0		4.0	12.0
28 Assess Technologies									8.0	4.0		12.0
29 Preliminary System Design									16.0	4.0	4.0	24.0
30 Select System Scope									4.0			4.0
31 Final System Design									16.0	8.0		24.0
32 Develop 60% P, S & E Package									40.0	24.0	24.0	88.0
33 Produce 100% P, S & E Package									8.0	4.0	8.0	20.0
34												0.0
35												0.0
36												0.0
37												0.0
38												0.0
39												0.0
40 Special Provisions												108.0
41 Field Survey / Right of Way - See Subconsultant Summary Below												0.0
42 Geotechnical Engineering - See Subconsultant Summary Below												0.0
43												0.0
D. Site Development - Urban Design	0.0	130.0	32.0	122.0	140.0	0.0	0.0	0.0	0.0	0.0	0.0	[illegible]
1 Bridge Approach - sidewalk to landing (up to 30 LF)		16.0		16.0	20.0							52.0
2 Landing Design (up to 300 LF, sq. feet)		12.0		16.0	28.0							56.0
3 Landing Details		8.0		8.0	12.0							28.0
4 Landing CDs		12.0		6.0	18.0							36.0
5 Landscape Design (up to 300 LF, sq. feet)		20.0		18.0	24.0							62.0
6 Landscape Details		8.0		6.0	18.0							32.0
7 Sustainable Solutions Review and Recommendations		12.0		2.0	0.0							14.0
8 BMP design (non-structural)		8.0		6.0	18.0							32.0
9 design coordination with lighting consultant		8.0		4.0	0.0							12.0
10 design coordination with bridge engineer		12.0		8.0	0.0							20.0
11 design coordination with public art component		40.0		8.0	0.0							66.0
12 Way finding (directional only assumed)		4.0		8.0	6.0							18.0
13 Quality Control			32.0									32.0
E. Traffic and Civil Engineering	0.0	0.0	0.0	0.0	0.0	40.0	150.0	220.0	0.0	0.0	0.0	410
1 Prepare Civil plan and profile sheets through FOR						40.0	150.0	220.0				410.0
2												0.0
F. Environmental Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
1 See Subconsultant Summary Below												0.0
2												0.0
G. Right of Way	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
1 See Subconsultant Summary Below												0.0
2												0.0
H. Adjacent Street Design	0.0	6.0	0.0	12.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	[illegible]
1 Apartment monument sign relocation		4.0		6.0	16.0							26.0
2 parking reconfiguration		2.0		6.0	16.0							24.0
I. Utilities	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
1 See Subconsultant Summary Below												0.0
2												0.0
J. Electrical Engineering	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
1 See Subconsultant Summary Below												0.0
2												0.0

EXHIBIT B-1

Colorado Center Pedestrian / Bicycle Bridge Final (FOR) Level Design
August 9, 2010

LABOR

LABOR BILLING RATES

Task		Princ-in-Charge M. Hess	Project Manager J. Guenther	Proj Admin T. Wise	Proj Clerical J. Stewart	Sr Bridge Architect G. Demond	SD Architect J. Migue	SD Technician J. Page	Sr Bridge Engineer F. Blakemore	Bridge Engineer N. McCombs	Bridge Engineer D. Eads	Bridge CADD C. Meyers	Construction Manager E. Ritchie	Sr Urban Planner K. VanBloem	Urban Planner D. Campbell	Sr Landscape Architect C. Handzel	Landscape Architect E. Young	Lead Civil Engineer R. Marcianeries	Civil Engineer A. Middagh	Civil Tech B. Novak	Sr. ITS Engineer C. Miller	Jr ITS Engineer R. Sitter	Sec. CADD F. Haywood	Totals
	Consultant's Billing Rate	$377.43	$179.43	$92.96	$76.27	$149.56	$104.10	$77.34	$150.04	$131.79	$113.79	$131.86	$128.17	$127.36	$115.22	$126.04	$91.93	$184.12	$120.44	$111.29	$198.41	$132.84	$61.70	
K.	Construction Phasing Plan & Estimating	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	40.0	46.0	64.0	19.0	8.0	14.0	14.0	78.0	126.0	140.0	0.0	0.0	0.0	598
1	Review quantities (quantity generation)		16.0							20.0	40.0	46.0		7.0	4.0	10.0	14.0							154.0
2	Construction Traffic Control and Phasing I-25																	20.0	48.0	80.0				148.0
3	Construction Traffic Control and Phasing Side Streets																	20.0	38.0	60.0				120.0
4	Construction Staging Limits & Requirements																	16.0	8.0					24.0
5	Estimating & Quantities													12.0	4.0	4.0		20.0	24.0					64.0
6	Construction Estimate Review		4.0										32.0											
7	Constructability Review		4.0										32.0											36.0
L.	Sign Structures	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
1	Relocate Sign Structures if required																							0.0
2																								0.0
M.	FOR Design Package	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	33
1	Plan Production		24.0											1.0		4.0	4.0							33.0
2																								0.0
N.	FOR Design Review Meeting	0.0	8.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	8.0	8.0	0.0	0.0	0.0	0.0	34
1	Attend Meeting		4.0			2.0								8.0				8.0	8.0					28.0
2	Meeting Minutes		4.0											2.0										6.0
O.	Final Public Information Meeting	0.0	8.0	0.0	0.0	23.0	104.0	28.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	171
1	Prepare Graphics		4.0			7.0	104.0	28.0																143.0
2	Attend Public Meeting		4.0			16.0								8.0										28.0
P.	Project Consensus	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
1	See Subconsultant Summary Below																							0.0
2	Stakeholder Meetings																							0.0
Q.	Post FOR Design	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	0.0	7.0	12.0	16.0	64.0	44.0	0.0	0.0	0.0	180
1	Finalize site development work													8.0		3.0	12.0							26.0
2	Respond to FOR Comments		8.0															8.0	24.0	4.0				44.0
3	Finalize Civil Plans, Details and Specifications																	8.0	40.0	40.0				88.0
4	Review CD's for final bid		8.0											8.0		4.0								20.0
R.	Bid Phase	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	2.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	42
1	Attend pre-bid		4.0										8.0					4.0						16.0
2	Bid evaluation and assistance		4.0										8.0	2.0				12.0						26.0
S.	Construction Services	4.0	188.0	0.0	0.0	44.0	0.0	0.0	36.0	336.0	0.0	0.0	0.0	75.0	0.0	0.0	0.0	56.0	24.0	0.0	14.0	0.0	0.0	796
1	Attend pre-construction meeting (1 anticipated)		4.0			8.0																		12.0
2	Construction observation		40.0			16.0			16.0	16.0				12.0				24.0						124.0
3	Review shop dwgs, review materials					16.0			10.0	160.0				20.0										206.0
4	RFI response					8.0			10.0	120.0				4.0				16.0						158.0
5	Review Utility Submittals																	16.0	24.0					40.0
6	Construction Meetings		100.0																					100.0
7	status reports (4 anticipated)													18.0										18.0
8	as-built drawings (4 sheets anticipated)																							0.0
9	preliminary punch list (1 visit + report)					8.0								12.0										20.0
10	final punch list (1 visit + report)					8.0								12.0										20.0
11	Weld Procedures									40.0														40.0
12	Review Hardware Submittal																				8.0			8.0
13	Review Test Plans																				2.0			2.0
14	Review Test Results																				4.0			4.0
15	Project Management	4.0	40.0																					44.0
	Total	16.0	534.0	24.0	120.0	232.0	104.0	28.0	334.0	1040.0	884.0	1120.0	80.0	340.0	48.0	136.0	202.0	251.0	386.0	404.0	122.0	44.0	40.0	6520.0
	HOURS	16.0	534.0	24.0	120.0	232.0	104.0	32.0	334.0	1040.0	884.0	1120.0	80.0	340.0	48.0	136.0	202.0	251.0	386.0	404.0	122.0	44.0	40.0	6520.0
	REVENUE	$4,438	$81,306	$2,230	$9,152	$48,747	$18,058	$2,475	$70,158	$137,862	$99,709	$146,723	$10,286	$30,151	$5,519	$17,234	$12,898	$46,877	$46,491	$43,784	$24,208	$5,831	$2,466	$928,344

By Discipline	Project Management	Architecture	Bridge	Const. Supp	Urban Planning / Landscape Arch	Civil	Security
Hours	684	390	3,378	80	740	1,041	206
Average Rate	$84.89	$54.06	$47.81	$56.10	$43.13	$45.29	$51.87
Total	$47,104	$21,081	$161,498	$4,488	$31,920	$47,194	$10,660
Revenue	$108,306	$53,944	$414,568	$10,286	$91,643	$139,461	$31,909

DIRECT EXPENSES

		QUANT	COST	TOTAL	MBE/WBE	
Subconsultants						
C.1 Field Survey / Right of Way - Land Partnership[1]		1.00	$48,726.84	$48,726.84	$48,726.84	Y
C.2 Geotechnical Engineering - Shannon & Wilson		1.00	$18,000.00	$18,000.00	$0.00	N
D.6 Lighting & Electrical - Clanton Associates[1]		1.00	$26,500.00	$26,500.00	$26,500.00	Y
D.6 Environmental Services - Pinyon[1]		1.00	$3,890.00	$3,890.00	$3,890.00	Y
J. Utilities - Goodbee & Associates[1]		1.00	$23,774.00	$23,774.00	$23,774.00	Y
Security - included in D.6 above				$0.00	$0.00	Y
Public Information - Romero & Wilson		1.00	$14,985.00	$14,985.00	$14,985.00	Y
O.1 Project Consensus - include in O.2 above					$0.00	Y
F.1 Drainage - GK Conor		1.00	$36,476.00	$36,476.00	$0.00	N
FWD!		1.00	$35,000.00	$35,000.00	$0.00	N
Subtotal				$207,351.84	$117,875.84	
1 MBE/WBE Subconsultant						
Expenses						
Mileage	mi	200	$0.50	$100		
Travel	trip	11	$400.00	$4,400		
Lodging	night	22	$175.00	$3,850		
Meals	day	22	$50.000	$1,100		
Ground Transportation	day	11	$200.00	$2,200		
Parking / Tolls	day	22	$15.00	$330		
Printing & Copying	ls	1	$15,536.00	$15,536		
FedEx/Courier Deliveries	ea	10	$40.00	$400		
Subtotal				$27,916.00		

Total Expenses & Subconsultant Fees= $235,268

SUMMARY

Total Labor Hours =		6520
Total Labor =	$	928,344
Total Expenses =	$	235,268
Total Estimated Price =	$	1,163,611
Total MBE/WBE Fee =	$	117,876
MBE/WBE Percentage =		10.1%

EXHIBIT B-1

Colorado Center Pedestrian / Bicycle Bridge FIR Level Design
August 9, 2010
Direct Expenses

ITEM	8/2/2010 ESTIMATED UNITS	Unit	UNIT RATES	ESTIMATED COST
Mileage	**200**	**mi**	**$ 0.50**	**$ 100.00**
Bridge Architecture			$ 0.50	$ -
Bridge Structural			$ 0.50	$ -
Construction Support			$ 0.50	$ -
Urban Planning / Landscape			$ 0.50	$ -
Project Management	200		$ 0.50	$ 100.00
Travel	**22**	**trip**	**$ 400.00**	**$ 8,800.00**
Bridge Architecture	4		$ 400.00	$ 1,600.00
Bridge Structural	10		$ 400.00	$ 4,000.00
Construction Support	2		$ 400.00	$ 800.00
Urban Planning / Landscape	6		$ 400.00	$ 2,400.00
Project Management			$ 400.00	$ -
Lodging	**22**	**night**	**$ 175.00**	**$ 3,850.00**
Bridge Architecture	4		$ 175.00	$ 700.00
Bridge Structural	10		$ 175.00	$ 1,750.00
Construction Support	2		$ 175.00	$ 350.00
Urban Planning / Landscape	6		$ 175.00	$ 1,050.00
Project Management			$ 175.00	$ -
			$ 175.00	$ -
Meals	**22**	**day**	**$ 50.00**	**$ 1,100.00**
Bridge Architecture	4		$ 50.00	$ 200.00
Bridge Structural	10		$ 50.00	$ 500.00
Construction Support	2		$ 50.00	$ 100.00
Urban Planning / Landscape	6		$ 50.00	$ 300.00
Project Management			$ 50.00	$ -
			$ 50.00	$ -
Ground Transportation	**22**	**day**	**$ 100.00**	**$ 2,200.00**
Bridge Architecture	4		$ 100.00	$ 400.00
Bridge Structural	10		$ 100.00	$ 1,000.00
Construction Support	2		$ 100.00	$ 200.00
Urban Planning / Landscape	6		$ 100.00	$ 600.00
Project Management			$ 100.00	$ -
			$ 100.00	$ -
Parking / Tolls	**22**	**day**	**$ 18.00**	**$ 396.00**
Bridge Architecture	4		$ 18.00	$ 72.00
Bridge Structural	10		$ 18.00	$ 180.00
Construction Support	2		$ 18.00	$ 36.00
Urban Planning / Landscape	6		$ 18.00	$ 108.00
Project Management			$ 18.00	$ -
Printing & Copying				**$ 11,130.00**
B & W Printing & Copying (8.5x11)	8,000	each	$ 0.07	$ 560.00
B & W Printing & Copying (11x17)	14,000	each	$ 0.14	$ 1,960.00
Color Printing & Copying (8.5x11)	2,000	each	$ 0.78	$ 1,560.00
Color Printing & Copying (11x17)	4,000	each	$ 1.55	$ 6,200.00
B & W Bond Plotting & Copying (up to 18"x24" Min. 3 sq.ft.)	250	per sheet		$ -
Color Scanning (18X17)		each	$ 2.02	$ -
Mylar Plotting over 18x24 by sq ft.		square foot		$ -
Color Plotting CAD Color – Min. 3 sq.ft	500	square foot	$ 1.70	$ 850.00
Color Plotting - Photo Quality – Min. 3 sq.ft.		square foot		$ -
Overnight Packages	**20**	**Ea**	**$ 17.00**	**$ 340.00**
Project Management	20		$ 17.00	$ 340.00
			SUBTOTAL	$ 27,918.00