

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 **RS&H, Inc.** (the "Design Consultant" or "Consultant"), a Florida corporation, whose address is 10748 Deerwood Park Boulevard South, Suite 300, Jacksonville, Florida 32256.

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 or Manager") 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. OR The initial Project Construction Cost will be provided to the Design Consultant upon execution of this Agreement.

(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. The Basic Services to be performed on the Project have been separated into the seven phases described below. This initial agreement will establish the tasks and a maximum price for Phases 1, 2 and 3. If, in its sole discretion, the City decides to authorize Design Consultant to proceed with Phases 4, 5, 6 and 7 the additional phases will be authorized by written amendment. Also, the City may, in its sole discretion, alter the Phases based upon availability of funding or other factors.

The seven Phases of the design work are as follows:

(a) **Phases 1, 2 and 3:** The Design Consultant shall satisfactorily complete all work for the following phases and as set out in **Exhibit A** as part of the Design consultants basic services for Phases 1-3.

Phase 1: Washington Street from 47th Ave. north to the City Limits: 10% (current level) to 30%

Phase 2: Washington Street from 47th Ave. south to the Platte River: 10%

(current level) to 30%

Phase 3: Washington Street Bridge and Globeville Landing Bridge: perform Conceptual (10%) design

(b) **Phases 4, 5, 6 and 7:** If the City, in its sole discretion, decides to proceed with Phases 4-7 as follows, Consultant and City will develop a Scope of Work that will be incorporated into this agreement as **Exhibit A-1** by written amendment. Any Phase 4-7 work performed by consultant before the City executes a written amendment will be performed at the Consultant's risk.

Phase 4: Washington Street from 47th Ave. north to the City Limits: 30% complete design to final design

Phase 5: Washington Street from 47th Ave. south to the Platte River: 30% complete design to final design

Phase 6: Washington Street Bridge and Globeville Landing Bridge: 10% complete design to final design

Phase 7: Professional Services During Construction.

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 **Exhibit 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 M/WBE Requirements.

(a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **23%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **23%**.

(b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:

(1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

(2) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.

(4) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Design Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

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 **TWO MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND NINETY-FOUR CENTS (\$2,576,593.94)**, 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 Contract Rate Adjustment. Initial rates will apply until June 30, 2021. Consultant may request a rate adjustment for services provided starting July 1, 2021 and in subsequent years, by submitting a written request for approval to the Executive Director no later than July 1st of the preceding year. The cumulative increase in hourly rates in all years of this Agreement will not exceed the percentage that the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for Denver-Boulder-Greeley has increased over the 2018 index.

(a) Such request is to be accompanied by a justification letter with support documentation. In addition; the City reserves the right to accept, reject, or negotiate the rate adjustments or timing thereof.

(b) In the event that budgets are being capped and/or reduced, and/or City employee pay rates are frozen due to budgetary restraints, no increases will be allowed.

3.03 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibits A and B** 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 **TEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,500.00)** 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 Consultant's maximum fee amount accordingly.

3.04 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 **FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00)**.

3.05 Invoices. The Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B**, reimbursable expenses and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.27. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by task order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned task, shall not be made until after the task is accepted and deliverables are delivered to the City, and the duties agreed to in the approved task proposal for that task are otherwise fully performed by the Consultant.

3.06 Maximum Contract Amount.

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **TWO MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND NINETY-THREE DOLLARS AND NINETY-FOUR CENTS (\$2,637,093.94)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

(b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council under this Agreement for the particular year(s) in which this Agreement is in effect and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it accepts each proposal for a specific task. The Manager of Finance, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific task.

(c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific task to exceed the amount appropriated for the Consultant's work on a specific task is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Director that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is

undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

3.07 Appropriation and Funding.

(a) 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.

(b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned Project, at the time it executes the Task Order for a Project. The applicable Director or her designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.

(c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Project to exceed the amount appropriated for the Consultant's work on that Project is expressly prohibited. In no event shall the issuance of any form of order or directive by the City be considered valid or binding if it requires additional compensable services to be performed, which would cause the aggregate amount payable for such services to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the applicable Department Director that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. Consultant shall work with the City to verify that the amounts already appropriated for the Consultant's services on a Project are sufficient to cover the entire cost of such services. Any services undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The Agreement will commence on May 20, 2019 and expire on June 30, 2021, unless sooner terminated as provided in this Agreement.

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 Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

(a) **General Conditions:** 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. 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 requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said 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. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. 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 Consultant. The 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:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. 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 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

(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) **Waiver of Subrogation:** For all coverages required under this Agreement, 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 Consultant. Consultant shall include all such subconsultants 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. 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:** 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. 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 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 Consultant executes this Agreement.

(g) **Commercial General Liability:** 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:** 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 (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

(j) **Additional Provisions:**

(a) For Commercial General Liability, the policy must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

(ii) Defense costs are outside the limits of liability;

(iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) 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

(c) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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 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.

(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
Exhibit B	Key Personnel/Rates
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:

- 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 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 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 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 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 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 Consultant is liable for any violations as provided in the Certification Ordinance. If 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 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 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. 608
Denver, Colorado 80202

to the Design Consultant: RS&H, Inc.
10748 Deerwood Park Blvd. South
Jacksonville, Florida 32256

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-201948451-00

Contractor Name: RS&H, Inc.

By: James W. Hullett, Jr.

Name: JAMES W. HULLETT, JR.
(please print)

Title: SR. VICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK / FEE PROPOSAL

Washington Street – South Platte River to 52nd Ave Improvements

	Total RS&H/TSH Hours	RS&H/TSH Cost	Subs	Additional Services	TSH Expenses	Totals Cost
TASK1 - GENERAL PROJECT MANAGEMENT	741	\$186,346	\$58,534		\$5,000	\$249,880
TASK 2 - PRELIMINARY DESIGN OF WASHINGTON STREET						
PHASE 1a - WASHINGTON STREET FROM 47TH AVENUE (NORTH CURB RETURN) TO THE CITY LIMIT	3954	\$ 658,937.00	\$ 500,861.20	\$ 25,000.00	\$ 5,000.00	\$ 1,189,798
PHASE 1b - 51st AVENUE & 48th AVENUE, WASHINGTON STREET EAST	989	\$ 160,229.00	\$ 82,583.57		\$ 500.00	\$ 243,313
PHASE 2 - WASHINGTON STREET FROM 47TH AVENUE TO THE SOUTH PLATTE RIVER	2557	\$ 437,219.00	\$ 292,132.67	\$ 25,000.00	\$ -	\$ 754,352
TASK 3 - WASHINGTON STREET BRIDGE AND GLOBEVILLE LANDING PEDESTRIAN BRIDGE CONCEPTUAL DESIGN	648	\$ 121,171.00	\$ 78,580.50		\$ -	\$ 199,752

Total (Task 1, 2 & 3) \$2,637,094

Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

WORK ACTIVITY	TSH DESIGN TEAM								Total Design Hours	TSH Cost	Subs & Expenses										Total Costs	
	Managing Principal	Project Manager	Prof Engineer 5	Prof Engineer 4	Prof Engineer 3	Prof Engineer 2	Admin III	Admin II			Survey	Lighting	Environmental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped		Rail Roads
MANHOOR RATES	\$ 275.00	\$ 269.00	\$ 269.00	\$ 242.00	\$ 176.00	\$ 161.00	\$ 141.00	\$ 98.00	NA	NA	105 West	Clanton	Pinyon	CIG	Underground	Utility Mapping Services	Geocal	Livable Cities	Merrick	OV	Rail Pros	
TASK1 - GENERAL PROJECT MANAGEMENT (Phases 1,2 & 3)																						
A. Project Management								0	\$ -													\$ -
Management & Coordination		320					40	10	370	\$ 92,700.00												\$ 114,300
Quality Plan		40	1	2	1				44	\$ 11,689.00												\$ 15,889
B. Meetings									0	\$ -												\$ -
Kick-off Meeting	3	8	4	4	4				23	\$ 5,725.00												\$ 8,798
PLT		100							100	\$ 26,900.00												\$ 34,900
TAG		32	20	8	8				68	\$ 17,332.00												\$ 26,812
General Meetings	4	20	12	40	24	12			112	\$ 25,544.00			\$2,880	\$2,961								\$ 42,375
C. Schedule		24							24	\$ 6,456.00												\$ 6,806
SUBTOTALS TASK 1- HOURS	7	544	37	54	37	12	40	10	741		\$0	\$0	\$3,690	\$3,384	\$0	\$0	\$0	\$15,170	\$0	\$36,290	\$0	\$5,000
TOTAL		\$ 1,925	\$ 146,336	\$ 9,953	\$ 13,068	\$ 6,512	\$ 1,932	\$ 5,640	\$ 980		\$ 186,346											\$ 249,880.00



Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

WORK ACTIVITY	TSH DESIGN TEAM											Total Design Hours	TSH Cost	Subs & Expenses											Totals Cost
	Project Manager	Prof Engineer 5	Prof Engineer 4	Prof Engineer 3	Prof Engineer 2	Prof Engineer 1	EIT -2	Design -2	Design -1	Cadd Operator				Survey	Lighting	Enviromental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped	Rail Roads	
MANHOOR RATES	\$ 269.00	\$ 269.00	\$ 242.00	\$ 176.00	\$ 161.00	\$ 143.00	\$ 114.00	\$ 131.00	\$ 106.00	\$ 89.00	NA	NA	105 West	Clanton	Pinyon	CIG	Diversified Underground	Utility Mapping Services	Geocal	Livable Cities	Merrick	OV	Rail Pros		
TASK 2 - PRELIMINARY DESIGN OF WASHINGTON STREET																									
PHASE 1a - WASHINGTON STREET FROM 47TH AVENUE (NORTH CURB RETURN) TO THE CITY LIMIT																									
A. Stakeholder and Public Outreach											0	\$ -												\$ -	
Public Involvement Plan	8										8	\$ 2,152.00				\$4,696				\$350			\$1,660	\$ 8,858	
Community Working Group (CWG)	12		12								56	\$ 9,320.00				\$2,652				\$2,900			\$8,140	\$ 23,012	
Stakeholder Coordination	12		12								44	\$ 7,912.00				\$0				\$4,300			\$5,630	\$ 17,842	
Public Outreach	32		32								114	\$ 21,562.00				\$24,378				\$4,000			\$9,400	\$ 59,340	
Translation Services											0	\$ -				\$0							\$2,100	\$ 2,100	
Website and Communication Tools	16										16	\$ 4,304.00				\$5,588							\$1,680	\$ 11,572	
B. Field Surveys	4		4								16	\$ 3,092.00	\$76,760										\$0	\$ 84,852	
C. Existing Utility Locates	4		8								28	\$ 5,108.00				\$0	\$49,172						\$0	\$ 54,280	
D. Multimodal, Roadway and Traffic Design											0	\$ -											\$0	\$ -	
Horizontal & vertical alignment (up to 3 alternatives)	4		40		110	32	40	100		96	422	\$ 59,246.00											\$0	\$ 59,246	
Typical Section refinement	2		20		20	20	20	20		28	130	\$ 18,850.00											\$3,720	\$ 22,570	
Identify new details	2		14		20	10		30		20	96	\$ 14,286.00											\$1,240	\$ 15,526	
Apply feedback from stakeholders	2		8		20	8		18			56	\$ 9,196.00											\$1,240	\$ 10,436	
Identify high-risk items	4		24		35	35	30	30			158	\$ 24,874.00											\$1,240	\$ 26,114	
Coordinate with adjacent projects	16		10		20	20		28			94	\$ 16,472.00											\$4,960	\$ 21,432	
E. Land Use Integration	4										4	\$ 1,076.00											\$9,160	\$ 10,236	
F. Traffic											0	\$ -											\$0	\$ -	
Analyze existing ADT counts and turning movements				2				16			18	\$ 2,176.00											\$2,080	\$ 4,256	
Develop projections & turn lane needs and details		2		12		40	8				62	\$ 9,282.00											\$2,480	\$ 11,762	
Traffic signal warrant (1 intersection)		2		4		24					30	\$ 4,674.00											\$0	\$ 4,674	
Traffic Memo	1	4		32							37	\$ 6,977.00											\$2,920	\$ 9,897	
G. Bike and Pedestrian Facilities											0	\$ -											\$0	\$ -	
Refine facility to provide clear delineation for users			10		26			20		10	66	\$ 10,116.00											\$4,140	\$ 14,256	
Functional and intuitive intersection crossings											0	\$ -											\$4,140	\$ 4,140	
Pedestrian and bicycle phased signals at intersections											0	\$ -											\$4,140	\$ 4,140	
Solutions for multimodal safety at access points	2		8		16			24			50	\$ 8,194.00											\$4,140	\$ 12,334	
Reducing the length of crossing intersections			8		16			24			48	\$ 7,656.00											\$2,280	\$ 9,936	
Horizontal and vertical alignments of roadways, sidewalks, paths and trails	2		48		116			120		80	366	\$ 53,670.00											\$2,700	\$ 56,370	
Alignments and develop profiles, cross sections, geometrics, grading	2		48		110			120		72	352	\$ 51,992.00											\$4,560	\$ 56,552	
Permanent and temporary impacts to Right-of-Way and Utilities	4		24		70			62			160	\$ 26,276.00											\$0	\$ 26,276	
Property and acquisition impacts, impacts from environmental studies and findings, and adjacent projects	4		20		40			32			96	\$ 16,548.00											\$0	\$ 16,548	
Preliminary traffic signal design											0	\$ -											\$18,700	\$ 18,700	
Compatibility with bike/pedestrian network of adjacent projects											0	\$ -											\$3,320	\$ 3,320	
Determination of block by block placement of street parking	4		20		40			32			96	\$ 16,548.00											\$1,860	\$ 18,408	
Consider construction phasing											0	\$ -											\$5,400	\$ 5,400	
H. Urban Design & Placemaking											0	\$ -											\$0	\$ -	
Integration of innovative public spaces, public art, wayfinding, signage	4										4	\$ 1,076.00							\$7,760				\$0	\$ 8,836	
Integration of bicycle and pedestrian facilities with the streetscape design	2										2	\$ 538.00								\$8,110			\$2,480	\$ 11,128	
Gateways and concepts for monumentation/signage	1										1	\$ 269.00								\$11,640				\$ 11,909	
Renderings, visualizations, illustrations and illustrative concepts	4										4	\$ 1,076.00								\$29,840				\$ 30,916	
Detailed design for the landscaping and streetscape, including full streetscape design concepts	4										4	\$ 1,076.00								\$34,400				\$ 35,476	
Preliminary list of plant materials and locations of plants											0	\$ -								\$7,450				\$ 7,450	
Concepts for any remnant parcels of land	2										2	\$ 538.00								\$10,630				\$ 11,168	
I. Geotechnical Investigations/Pavement Design	4										4	\$ 1,076.00						\$27,515						\$ 28,591	

Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

WORK ACTIVITY	TSH DESIGN TEAM											Total Design Hours	TSH Cost	Subs & Expenses											Totals Cost
	Project Manager	Prof Engineer 5	Prof Engineer 4	Prof Engineer 3	Prof Engineer 2	Prof Engineer 1	EIT -2	Design -2	Design -1	Cadd Operator				Survey	Lighting	Enviromental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped	Rail Roads	
MANHOOR RATES	\$ 269.00	\$ 269.00	\$ 242.00	\$ 176.00	\$ 161.00	\$ 143.00	\$ 114.00	\$ 131.00	\$ 106.00	\$ 89.00	NA	NA	105 West	Clanton	Pinyon	CIG	Diversified Underground	Utility Mapping Services	Geocal	Livable Cities	Merrick	OV	Rail Pros		
J. Environmental Studies and Considerations											0	\$ -												\$ -	
Environmental Constraints Memo	2										2	\$ 538.00			\$4,592									\$ -	
Geotechnical Environmental Oversight											0	\$ -			\$0									\$ -	
Phase I Environmental Site Assessments											0	\$ -			\$0									\$ -	
Phase II Environmental Site Assessments											0	\$ -			\$0									\$ -	
Historic Resources											0	\$ -			\$1,590									\$ 1,590	
Coordination with agencies											0	\$ -			\$1,224									\$ 1,224	
K. Right-of-Way Considerations	8		75		40			10		8	141	\$ 28,764.00												\$ 28,764	
L. Drainage/Water Quality Design											0	\$ -												\$ -	
Drainage plans		60		120				80			260	\$ 47,740.00										\$4,980		\$ 52,720	
Preliminary Drainage Report	2	8		24				32			66	\$ 11,106.00												\$ 11,106	
Detention/Retention Variance Letter		4		16							20	\$ 3,892.00												\$ 3,892	
M. Utility Conflict Identification and Coordination	8										8	\$ 2,152.00												\$ 2,152	
N. Railroad Coordination and Public Utilities Commission and Support											0	\$ -												\$ -	
Progress Meetings/Team Coordination	4										4	\$ 1,076.00												\$ 4,599	
Grade Crossing Field Review + Data Collection	4										4	\$ 1,076.00												\$ 7,164	
Grade Crossing Technical Memo	1										1	\$ 269.00												\$ 5,557	
Grade crossing Exhibit	1										1	\$ 269.00												\$ 9,041	
Roadway Design Review	1										1	\$ 269.00												\$ 3,316	
PUC Grade Crossing Diagnostic Meeting	4										4	\$ 1,076.00												\$ 6,009	
Preliminary Grade Crossing Plan	2										2	\$ 538.00												\$ 9,310	
RR Coordination with BNSF and PUC	8										8	\$ 2,152.00												\$ 5,962	
O. Lighting Design	4		4		4						12	\$ 2,688.00		\$16,590										\$ 19,278	
P. Risk Register	16										16	\$ 4,304.00												\$ 4,304	
Q. Cost Estimating	16	4	40	8	50			50		40	208	\$ 34,628.00												\$ 34,628	
R. PWERA preparation, process & submittal											0	\$ -												\$ -	
Progress meetings and Design Review Meeting	16	20	16		28						80	\$ 18,064.00												\$ 18,064	
Preliminary Plans & Specifications	24	8	24		60			40		62	218	\$ 34,834.00												\$ 34,834	
List of required permits	8										8	\$ 2,152.00												\$ 2,152	
Respond to comments	24		8		40			10			82	\$ 16,142.00												\$ 16,142	
List of deviations from standard design criteria	8		4		16						28	\$ 5,696.00												\$ 5,696	
Revisions	24		16		36			20		40	136	\$ 22,304.00												\$ 22,304	
SUBTOTALS TASK 2, PHASE 1- HOURS	347	112	557	218	933	189	114	936	40	508	3954		\$76,760	\$16,590	\$7,406	\$37,314	\$0	\$49,172	\$27,515	\$121,380	\$0	\$120,490	\$44,234	\$5,000	
Additional Services																								\$ 25,000	
TOTAL	\$ 93,343	\$ 30,128	\$ 134,794	\$ 38,368	\$ 150,213	\$ 27,027	\$ 12,996	\$ 122,616	\$ 4,240	\$ 45,212		\$ 658,937												\$ 1,189,798	

Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

WORK ACTIVITY	TSH DESIGN TEAM							Total Design Hours	TSH Cost	Subs & Expenses											Totals Cost		
	Project Manager	Prof Engineer 4	Prof Engineer 2	EIT -2	Design -2	Design -1	Cadd Operator			Survey	Lighting	Enviromental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped	Rail Roads		TSH Expenses	
MANHOOUR RATES	\$ 269.00	\$ 242.00	\$ 161.00	\$ 114.00	\$ 131.00	\$ 106.00	\$ 89.00	NA	NA	105 West	Clanton	Pinyon	CIG	Diversified Underground	Utility Mapping Services	Geocal	Livable Cities	Merrick	OV	Rail Pros			
TASK 2 - PRELIMINARY DESIGN OF WASHINGTON STREET																							
PHASE 1b - 51st Avenue & 48th Avenue																							
A. Stakeholder and Public Outreach																							
Public Involvement Plan	8							8	\$ 2,152.00														\$ -
Community Working Group (CWG)	12	12				10	6	40	\$ 7,726.00								\$350						\$ 8,076
Stakeholder Coordination	12	12					10	34	\$ 7,022.00								\$1,850		\$4,380				\$ 13,252
Public Outreach	16	16			5	10	10	57	\$ 10,781.00								\$550					\$500	\$ 11,831
Translation Services								0	\$ -														\$ -
Website and Communication Tools								0	\$ -														\$ -
B. Field Surveys																							
Existing Utility Locates								0	\$ -	\$4,280													\$ 4,280
C. Existing Utility Locates																							
D. Multimodal, Roadway and Traffic Design																							
Horizontal & vertical alignment (up to 3 alternatives)	4	20	40	30			40	134	\$ 19,336.00														\$ 19,336
Typical Section refinement	2	10	20	8			30	70	\$ 9,760.00														\$ 11,620
Identify new details	1	8	16	8			20	53	\$ 7,473.00														\$ 7,473
Apply feedback from stakeholders	4	8	4					16	\$ 3,656.00														\$ 4,896
Identify high-risk items	2	4	8					14	\$ 2,794.00														\$ 3,414
Coordinate with adjacent projects	4	8	4					16	\$ 3,656.00														\$ 8,016
E. Land Use Integration																							
F. Traffic																							
Analyze existing ADT counts and turning movements								0	\$ -														\$ -
Develop projections & turn lane needs and details								0	\$ -														\$ -
Traffic signal warrant (1 intersection)								0	\$ -														\$ -
Traffic Memo								0	\$ -														\$ -
G. Bike and Pedestrian Facilities																							
Refine facility to provide clear delineation for users		4	16					20	\$ 3,544.00														\$ 4,164
Functional and intuitive intersection crossings								0	\$ -														\$ -
Pedestrian and bicycle phased signals at intersections								0	\$ -														\$ -
Solutions for multimodal safety at access points		8	8					16	\$ 3,224.00														\$ 3,224
Reducing the length of crossing intersections								0	\$ -														\$ -
Horizontal and vertical alignments of roadways, sidewalks, paths and trails								0	\$ -														\$ 1,240
Alignments and develop profiles, cross sections, geometrics, grading								0	\$ -														\$ -
Permanent and temporary impacts to Right-of-Way and Utilities								0	\$ -														\$ -
Property and acquisition impacts, impacts from environmental studies and findings, and adjacent projects								0	\$ -														\$ -
Preliminary traffic signal design								0	\$ -														\$ -
Compatibility with bike/pedestrian network of adjacent projects								0	\$ -														\$ 1,240
Determination of block by block placement of street parking								0	\$ -														\$ -
Consider construction phasing								0	\$ -														\$ -
H. Urban Design & Placemaking																							
Integration of innovative public spaces, public art, wayfinding, signage								0	\$ -														\$ 1,850
Integration of bicycle and pedestrian facilities with the streetscape design								0	\$ -														\$ 2,210
Gateways and concepts for monumentation/signage								0	\$ -														\$ 3,730



Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

Washington Street – South Platte River to 52nd Ave Improvements																					
TSH DESIGN TEAM								Subs & Expenses													
WORK ACTIVITY	Project Manager	Prof Engineer 4	Prof Engineer 2	EIT -2	Design -2	Design -1	Cadd Operator	Total Design Hours	TSH Cost	Survey	Lighting	Enviromental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped	Rail Roads	TSH Expenses
										105 West	Clanton	Pinyon	CIG	Diversified Underground	Utility Mapping Services	Geocal	Livable Cities	Merrick	OV	Rail Pros	Totals Cost
MANHOURLY RATES	\$ 269.00	\$ 242.00	\$ 161.00	\$ 114.00	\$ 131.00	\$ 106.00	\$ 89.00	NA	NA												
Renderings, visualizations, illustrations and illustrative concepts								0	\$ -								\$5,510				\$ 5,510
Detailed design for the landscaping and streetscape, including full streetscape design concepts								0	\$ -								\$10,040				\$ 10,040
Preliminary list of plant materials and locations of plants								0	\$ -								\$1,590				\$ 1,590
Concepts for any remnant parcels of land								0	\$ -								\$1,590				\$ 1,590
I. Geotechnical Investigations/Pavement Design		2	1				1	4	\$ 734.00							\$10,456					\$ 11,190
J. Environmental Studies and Considerations								0	\$ -												\$ -
Environmental Constraints Memo								0	\$ -			\$4,592									\$ 4,592
Geotechnical Environmental Oversight								0	\$ -												\$ -
Phase I Environmental Site Assessments								0	\$ -												\$ -
Phase II Environmental Site Assessments								0	\$ -												\$ -
Historic Resources								0	\$ -			\$1,590									\$ 1,590
Coordination with agencies								0	\$ -			\$1,224									\$ 1,224
K. Right-of-Way Considerations		8	16					24	\$ 4,512.00												\$ 4,512
L. Drainage/Water Quality Design								0	\$ -												\$ -
Drainage plans		16	32			32		80	\$ 12,416.00												\$ 12,416
Preliminary Drainage Report		8	24			24		56	\$ 8,344.00												\$ 8,344
Detention/Retention Variance Letter		4	16					20	\$ 3,544.00												\$ 3,544
M. Utility Conflict Identification and Coordination	8	16	20					44	\$ 9,244.00												\$ 9,244
N. Railroad Coordination and Public Utilities								0	\$ -												\$ -
Commission and Support								0	\$ -												\$ -
Progress Meetings/Team Coordination								0	\$ -												\$ -
Grade Crossing Field Review + Data Collection								0	\$ -												\$ -
Grade Crossing Technical Memo								0	\$ -												\$ -
Grade crossing Exhibit								0	\$ -												\$ -
Roadway Design Review								0	\$ -												\$ -
PUC Grade Crossing Diagnostic Meeting								0	\$ -												\$ -
Preliminary Grade Crossing Plan								0	\$ -												\$ -
RR Coordination with BNSF and PUC								0	\$ -												\$ -
O. Lighting Design			2				2	4	\$ 500.00		\$7,790										\$ 8,290
P. Risk Register	2							2	\$ 538.00												\$ 538
Q. Cost Estimating	1	4	16	16			8	45	\$ 6,349.00												\$ 6,349
R. PWERA preparation, process & submittal								0	\$ -												\$ -
Progress meetings and Design Review Meeting								0	\$ -												\$ -
Preliminary Plans & Specifications	4	20	40				80	144	\$ 19,476.00												\$ 19,476
List of required permits								0	\$ -												\$ -
Respond to comments	8	8	8					24	\$ 5,376.00												\$ 5,376
List of deviations from standard design criteria								0	\$ -												\$ -
Revisions		8	16				40	64	\$ 8,072.00												\$ 8,072
SUBTOTALS TASK 2, PHASE 3- HOURS	88	204	307	62	5	76	247	989		\$6,200	\$7,790	\$7,406	\$0	\$0	\$2,362	\$10,456	\$29,270	\$0	\$19,100	\$0	\$500
Additional Services																					
TOTAL	\$ 23,672	\$ 49,368	\$ 49,427	\$ 7,068	\$ 655	\$ 8,056	\$ 21,983		\$ 160,229												\$ 243,313



Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

TSH DESIGN TEAM											Subs & Expenses														
WORK ACTIVITY	Project Manager	Prof Engineer 5	Prof Engineer 4	Prof Engineer 3	Prof Engineer 2	Prof Engineer 1	EIT -2	Design -2	Design -1	Cadd Operator	Total Design Hours	TSH Cost	Survey	Lighting	Environmental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped	Rail Roads	TSH Expenses	Totals Cost
MANHOUR RATES	\$ 269.00	\$ 269.00	\$ 242.00	\$ 176.00	\$ 161.00	\$ 143.00	\$ 114.00	\$ 131.00	\$ 106.00	\$ 89.00	NA	NA													
TASK 2 - PRELIMINARY DESIGN OF WASHINGTON STREET																									
PHASE 2 - WASHINGTON STREET FROM 47TH AVENUE TO THE SOUTH PLATTE RIVER																									
A. Stakeholder and Public Outreach											0	\$ -													\$ -
Public Involvement Plan	8										8	\$ 2,152.00													\$ 3,122
Community Working Group (CWG)	12		12						20	12	56	\$ 9,320.00								\$350				\$620	\$ 21,002
Stakeholder Coordination	12		12							20	44	\$ 7,912.00								\$2,150				\$6,880	\$ 11,842
Public Outreach	32		32					10	20	20	114	\$ 21,562.00								\$0				\$1,450	\$ 52,560
Translation Services											0	\$ -								\$24,378				\$4,070	\$ 2,100
Website and Communication Tools	16										16	\$ 4,304.00								\$0				\$2,100	\$ 9,892
B. Field Surveys	4		4								16	\$ 3,092.00	\$39,780												\$ 42,872
C. Existing Utility Locates	4		8								28	\$ 5,108.00						\$0		\$27,291					\$ 32,399
D. Multimodal, Roadway and Traffic Design											0	\$ -													\$ -
Horizontal & vertical alignment (up to 3 alternatives)	4		20		20						60	\$ 22,336.00													\$ 22,336
Typical Sections	2		8		16						15	\$ 8,973.00												\$1,860	\$ 10,833
Identify new details	2		4		8						14	\$ 6,052.00												\$1,240	\$ 7,292
Apply feedback from stakeholders	2		4		8						10	\$ 4,104.00												\$1,860	\$ 5,964
Identify high-risk items	4		8		16						15	\$ 7,553.00												\$1,240	\$ 8,793
Coordinate with adjacent projects	16		8		8						42	\$ 8,838.00												\$1,240	\$ 10,078
E. Land Use Integration	4										4	\$ 1,076.00												\$3,720	\$ 4,796
F. Traffic	2										2	\$ 538.00													\$ 538
Analyze existing ADT counts and turning movements				2			16				18	\$ 2,176.00												\$2,080	\$ 4,256
Develop projections & turn lane needs and details		2		4		36	16				58	\$ 8,214.00												\$1,240	\$ 9,454
Traffic signal warrant (1 intersection)											0	\$ -												\$0	\$ -
Traffic Memo											0	\$ -												\$1,460	\$ 1,460
G. Bike and Pedestrian Facilities	8										8	\$ 2,152.00													\$ 2,152
Refine facility to provide clear delineation for users			8		16		9	9		10	52	\$ 7,607.00												\$2,080	\$ 9,687
Functional and intuitive intersection crossings											0	\$ -												\$3,320	\$ 3,320
Pedestrian and bicycle phased signals at intersections											0	\$ -												\$2,480	\$ 2,480
Solutions for multimodal safety at access points	2		6		18		8	8			42	\$ 6,848.00												\$2,080	\$ 8,928
Reducing the length of crossing intersections			6		18		8	8			40	\$ 6,310.00												\$2,080	\$ 8,390
Horizontal and vertical alignments of roadways, sidewalks, paths and trails	2		30		66		25	25		48	196	\$ 28,821.00													\$ 28,821
Alignments and develop profiles, cross sections, geometrics, grading	2		30		66		25	25		48	196	\$ 28,821.00												\$5,000	\$ 33,821
Permanent and temporary impacts to Right-of-Way and Utilities	4		12		30		25	25			96	\$ 14,935.00													\$ 14,935
Property and acquisition impacts, impacts from environmental studies and findings, and adjacent projects	4		8		16		30	10			68	\$ 10,318.00												\$8,280	\$ 10,318
Preliminary traffic signal design											0	\$ -												\$1,870	\$ 8,280
Compatibility with bike/pedestrian network of adjacent projects	4		4		8			8			24	\$ 4,380.00													\$ 6,250
Determination of block by block placement of street parking											0	\$ -													\$ -
Consider construction phasing											0	\$ -													\$ -
H. Urban Design & Placemaking											0	\$ -													\$ -
Integration of innovative public spaces, public art, wayfinding, signage	4										4	\$ 1,076.00								\$5,290					\$ 6,366
Integration of bicycle and pedestrian facilities with the streetscape design	2										2	\$ 538.00								\$5,640			\$2,480		\$ 8,658
Gateways and concepts for monumentation/signage	1										1	\$ 269.00								\$9,490					\$ 9,759
Renderings, visualizations, illustrations and illustrative concepts	4										4	\$ 1,076.00								\$19,520					\$ 20,596
30% design for the landscaping and streetscape, including full streetscape design concepts	4										4	\$ 1,076.00								\$23,360					\$ 24,436
Preliminary list of plant materials and locations of plants											0	\$ -								\$3,180					\$ 3,180
Concepts for any remnant parcels of land	2										2	\$ 538.00								\$9,060					\$ 9,598
I. Geotechnical Investigations/Pavement Design	4										4	\$ 1,076.00							\$14,280						\$ 15,356

Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

WORK ACTIVITY	TSH DESIGN TEAM										Total Design Hours	TSH Cost	Subs & Expenses												Totals Cost
	Project Manager	Prof Engineer 5	Prof Engineer 4	Prof Engineer 3	Prof Engineer 2	Prof Engineer 1	EIT -2	Design -2	Design -1	Cadd Operator			Survey	Lighting	Environmental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped	Rail Roads	TSH Expenses	
	GL/RL	DW/JS	KD	SB				MK					105 West	Clanton	Pinyon	CIG	Diversified Underground	Utility Mapping Services	Geocal	Livable Cities	Merrick	OV	Rail Pros		
MANHOUR RATES	\$ 269.00	\$ 269.00	\$ 242.00	\$ 176.00	\$ 161.00	\$ 143.00	\$ 114.00	\$ 131.00	\$ 106.00	\$ 89.00	NA	NA													
J. Environmental Studies and Considerations	4										4	\$ 1,076.00											\$ 1,076		
Environmental Constraints Memo											0	\$ -											\$ 4,555		
Geotechnical Environmental Oversight											0	\$ -	\$4,555										\$ -		
Phase I Environmental Site Assessments											0	\$ -	\$0										\$ -		
Phase II Environmental Site Assessments											0	\$ -	\$0										\$ -		
Historic Resources											0	\$ -	\$1,676										\$ 1,676		
Coordination with agencies											0	\$ -	\$1,224										\$ 1,224		
K. Right-of-Way Considerations	4		30		12			8		4	58	\$ 11,672.00											\$ 11,672		
L. Drainage/Water Quality Design											0	\$ -											\$ -		
Drainage plans		64		136				80			280	\$ 51,632.00											\$ 54,552		
Preliminary Drainage Report	2	8		32				32			74	\$ 12,514.00										\$2,920	\$ 12,514		
Detention/Retention Variance Letter		4		32							36	\$ 6,708.00											\$ 6,708		
M. Utility Conflict Identification and Coordination	8										8	\$ 2,152.00											\$ 2,152		
N. Railroad Coordination and Public Utilities Commission and Support											0	\$ -											\$ -		
Progress meetings and Design Reviews: BNSF + RTD Washington St. Undercrossings	4										4	\$ 1,076.00											\$ 5,431		
RR Coordination with PUC, RTD and BNSF for BNSF and RTD Undercrossings	4										4	\$ 1,076.00											\$ 5,431		
O. Lighting Design	4										4	\$ 1,076.00		\$15,280									\$ 16,356		
P. Risk Register	2										2	\$ 538.00											\$ 538		
Q. Cost Estimating	16	4	28	8	50		16	40		40	202	\$ 32,238.00											\$ 32,238		
R. PWERA preparation, process & submittal											0	\$ -											\$ -		
Progress meetings and Design Review Meeting	16	20	16		28						80	\$ 18,064.00											\$ 18,064		
Preliminary Plans & Specifications	24	8	16		32			36		24	140	\$ 24,484.00											\$ 24,484		
List of required permits	8										8	\$ 2,152.00											\$ 2,152		
Respond to comments	24		6		10			18			58	\$ 11,876.00											\$ 11,876		
List of deviations from standard design criteria	8		2		10						20	\$ 4,246.00											\$ 4,246		
Revisions	24		8		20			16		20	88	\$ 15,488.00											\$ 15,488		
SUBTOTALS TASK 2, PHASE 2- HOURS	323	110	330	214	476	36	178	506	40	344	2557		\$39,780	\$15,280	\$7,455	\$32,618	\$0	\$27,291	\$14,280	\$82,040	\$0	\$64,680	\$8,709	\$0	
Additional Services																							\$ 25,000		
TOTAL	\$ 86,887.00	\$ 29,590.00	\$ 79,860.00	\$ 37,664.00	\$ 76,636.00	\$ 5,148.00	\$ 20,292.00	\$ 66,286.00	\$ 4,240.00	\$ 30,616.00		\$ 437,219.00												\$ 754,351.67	

Washington Street – South Platte River to 52nd Ave Improvements

RS&H/TSH

WORK ACTIVITY	TSH DESIGN TEAM							Total Design Hours	TSH Cost	Subs & Expenses											Totals Cost	
	Project Manager	Prof Engineer 4	Prof Engineer 2	Prof Engineer 1	Design -3	Design -2	Cadd Operator			Survey	Lighting	Environmental	Public Information	Utilities	Utilities	Geotech	Planning	Platte River	Planning Bike/Ped	Rail Roads		TSH Expenses
MANHOUR RATES	\$ 269.00	\$ 242.00	\$ 161.00	\$ 143.00	\$ 165.00	\$ 131.00	\$ 89.00	NA	NA	105 West	Clanton	Pinyon	CIG	Diversified Underground	Utility Mapping Services	Geocal	Livable Cities	Merrick	OV	RailPros		
PHASE 3 - WASHINGTON STREET BRIDGE AND GLOBEVILLE LANDING PEDESTRIAN BRIDGE CONCEPTUAL DESIGN																						
A. Stakeholder Coordination	8	4					4	16	\$ 3,476.00				\$2,167					\$3,096				\$ 8,739
B. Field Surveys	1	2						11	\$ 1,801.00	\$25,750								\$632				\$ 28,183
C. Existing Utility Locates	1	2	2					9	\$ 1,599.00					\$0	\$10,992			\$0				\$ 12,591
D. Roadway/Regional Trail								0	\$ -									\$0				\$ -
investigate changes to the roadway profile needed to raise the bridge	1	4	16					21	\$ 3,813.00									\$642				\$ 4,455
investigate impacts to the adjacent intersection on each end	1	4	16					21	\$ 3,813.00									\$0				\$ 3,813
one new regional trail alignment for connection to a new river crossing	2	8	8					18	\$ 3,762.00							\$2,020		\$876				\$ 6,658
Site Plan Graphic with Existing Right-of-Way and Ownerships	1	4	8				16	29	\$ 3,949.00							\$360		\$0				\$ 4,309
Roadway Profile Graphic for Washington Street Bridge	1	4	8				8	21	\$ 3,237.00									\$0				\$ 3,237
Path Profile Graphic for Globeville Landing Bridge	1	4	8				8	21	\$ 3,237.00									\$0				\$ 3,237
E. Geotechnical Investigations/Pavement Design	1	1						2	\$ 511.00									\$0				\$ 511
F. Environmental Studies and Considerations								0	\$ -									\$0				\$ -
Environmental Constraints Memo	1							1	\$ 269.00			\$3,586						\$0				\$ 3,855
Historic Resources								0	\$ -			\$3,180						\$0				\$ 3,180
Coordination with agencies								0	\$ -			\$1,224						\$0				\$ 1,224
G. Right-of-Way Considerations	4	4	4					12	\$ 2,688.00									\$0				\$ 2,688
H. Bridge Hydraulics	1	1						2	\$ 511.00									\$10,058				\$ 10,569
I. Bridge Investigations								0	\$ -									\$0				\$ -
WASHINGTON STREET BRIDGE								0	\$ -									\$0				\$ -
Investigate alternative bridge concepts (10% level)	2	55		64	32			153	\$ 28,280.00									\$3,954				\$ 32,234
Analyze Construction Phasing of Concepts	1	8		4	8			21	\$ 4,097.00									\$876				\$ 4,973
Cost estimates for the concept level alternatives	1	4		8	8			21	\$ 3,701.00									\$876				\$ 4,577
List environmental resource impacts		2			4			6	\$ 1,144.00									\$0				\$ 1,144
Evaluate impacts of raising the Washington St. profile		8		8	4			20	\$ 3,740.00									\$0				\$ 3,740
Structure Selection Memorandum	1	40		4	4			49	\$ 11,181.00									\$1,752				\$ 12,933
Prepare a bridge submittal package for PWERA	2	20		4	45			71	\$ 13,375.00									\$1,752				\$ 15,127
Globeville Landing Pedestrian Bridge								0	\$ -									\$0				\$ -
Concept Design	1	16		16				33	\$ 6,429.00									\$642				\$ 7,071
Analyze trail alignment	1	2		2				5	\$ 1,039.00									\$642				\$ 1,681
Preliminary level (10%) quantity-based estimate for the new bridge		2		4				6	\$ 1,056.00									\$876				\$ 1,932
Structure Selection Memorandum		8						8	\$ 1,936.00									\$876				\$ 2,812
Prepare a bridge submittal package for PWERA	2	4		6	45			57	\$ 9,789.00									\$0				\$ 9,789
Address PWERA comments	2	4		4	4			14	\$ 2,738.00									\$1,752				\$ 4,490
SUBTOTALS TASK 3- HOURS	37	215	70	124	154	12	36	648		\$25,750	\$0	\$7,990	\$2,167	\$0	\$10,992	\$0	\$2,380	\$29,302	\$0	\$0	\$0	\$ 199,751.50
TOTAL	\$ 9,953	\$ 52,030	\$ 11,270	\$ 17,732	\$ 25,410	\$ 1,572	\$ 3,204		\$ 121,171													



- FINAL -

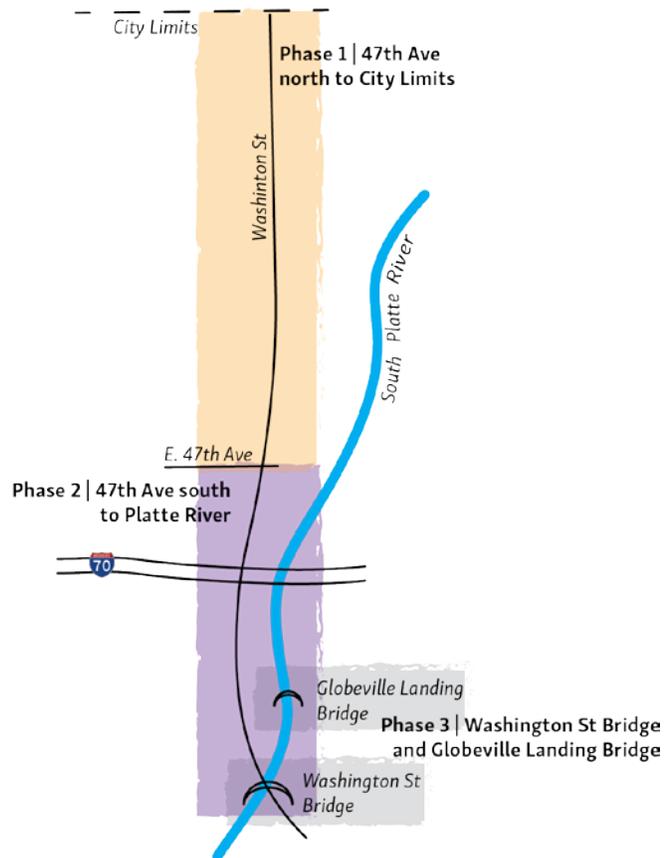
Scope of Work

February 12, 2019

Washington Street – South Platte River to 52nd Ave Improvements

PROJECT OVERVIEW

The City and County of Denver (CCD) Public Works Department is proposing improvements on Washington Street from the South Platte River north to the City and County of Denver municipal boundary limits near 52nd Ave., and to construct the Washington Street Bridge over the South Platte River (also known as the 38th Street Bridge over the South Platte River) and the Globeville Landing Pedestrian Bridge over the South Platte River. The Globeville Landing Pedestrian Bridge is just downstream of the Washington Street Bridge, and it lands in Globeville Landing Park. The City is utilizing a phased approach to implementing the project. **This scope of services addresses professional planning, outreach and engineering services for Phases 1, 2 and 3 described below and shown to the right:**



Phase 1a: Washington Street from 47th Ave (north curb return) north to the City Limits: 10% (current level) to 30% design level

Phase 1b: 51st Ave east of Washington Street approximately 1100ft and 48th Ave east of Washington approximately 320ft: 0% (current level) to 30% design level

Phase 2: Washington Street from 47th Ave. south to the Platte River: 10% (current level) to 30% design level

Phase 3: Washington Street Bridge and Globeville Landing Bridge: perform conceptual (10%) design

Future Phases that may be included in a contract amendment to progress the project into final design include:

Phase 4: Washington Street from 47th Ave. north to the City Limits: 30% design level to final design

Phase 5: Washington Street from 47th Ave. south to the Platte River: 30% design level to final design

Phase 6: Washington Street Bridge and Globeville Landing Bridge: 10% conceptual design to final design

Phase 7: Professional services during construction are not included now but may be added as a 7th Phase.

FUNDING

The Washington Street – South Platte River to 52nd Ave Improvements project has several funding sources and timing described below.

Currently Funded Design Phases:

- Phase 1a – GO Bonds, \$1.5M funding available
- Phase 1b – National Western Center, funding for 30% design
- Phase 2 – NDCC, approximately \$1.0M funding available
- Phase 3 – Public Works Wastewater, \$200k funding available

Although Phases 1 and 2 have different funding sources, and budgets will be tracked separately, they will be completed in an integrated manner, addressing the proposed improvements as a comprehensive corridor.

Future Funded Design Phases:

- Phase 4 – GO Bonds, funding available. Contract may be amended to include final design of this phase.
- Phase 5 – NDCC, no funding identified
- Phase 6 – Public Works Wastewater, no funding identified

PROJECT TEAM

The project will be managed by RS&H/TSH. RS&H/TSH will take the lead on roadway, bridge, local drainage, traffic and support the outreach effort. OV will take the lead on stakeholder outreach, land use integration and bike/pedestrian facilities. Livable Cities Studio will take the lead on urban design and placemaking and support the outreach effort. CIG will lead the organization of the public meetings and outreach details. Merrick will lead the major drainage analysis. RailPros will lead the railroad and PUC coordination.

FIRM NAME	STAFF PERSON	ROLE
RS&H/TSH	Randal Lapsley, PE	Project Manager
RS&H/TSH	Galina Leiphart, PE, ENV SP	Preliminary Design Phase Lead
RS&H/TSH	Kyle Dorrenbacher, PE	Engineering Lead
RS&H/TSH	Clint Krajnik	Bridge Lead
OV Consulting	Beth Vogelsang, AICP	Outreach Lead
OV Consulting	Chris Vogelsang, P.E.	Bike/Pedestrian Facilities
Livable Cities Studio	Meredith Wenskowski, PLA, LEED AP	Urban Design & Placemaking
CIG	Joy Wasendorf, APR	Public Meetings
Merrick	Mike Galuzzi	Major Drainage
RailPros	Karen Hankinson, PE	Railroad Coordination

SCOPE OF WORK

RS&H/TSH (Consultant) will provide the following professional design and engineering service to aid the City of Denver (CCD) to in completing the project.

This scope is organized under the following three major tasks:

- **TASK 1** – General Project Management
- **TASK 2** – Preliminary Design of Washington Street (includes Phase 1a, Phase 1b and Phase 2)
- **TASK 3** – Washington Street Bridge and Globeville Landing Pedestrian Bridge Conceptual Design (Phase 3)

The Professional design services and expertise required for this project generally includes the following:

1. Project Management and Scheduling
2. Public Outreach, Meetings, Stakeholder Engagement, Engagement with Project Management Team and with Community Working Group
3. Field Surveys
4. Roadway and Traffic Design
5. Urban Design and Placemaking
6. Multimodal Design with an emphasis on innovative bicycle and pedestrian facilities and network compatibility
7. Streetscape maintenance and maintenance opportunities
8. Historic Preservation
9. Geotechnical Investigations/Pavement Design
10. Environmental Resources Studies and Considerations (to be completed by CCD)
11. Right-of-Way Considerations and identification of potential impacts. Collaborative effort with the City determining costs after RS&H/TSH determines impact limits.
12. Drainage/Water Quality Design, including emphasis on green infrastructure design
13. Utility Research, Identification, and Coordination, including potholing.
14. Landscaping and associated irrigation design
15. Railroad Coordination and Public Utilities Commission Support
16. Lighting Design
17. Risk Register
18. Cost Estimating
19. Denver Public Works Engineering, Regulatory, and Analytics (PWERA) Preparation, Process, and Submittal
20. Investigate and summarize in a memo, potential funding options for maintenance of landscaping and water quality areas, for the City to evaluate and provide direction.

TASK 1 – GENERAL PROJECT MANAGEMENT

Randal Lapsley will serve as the Project Manager, with Galina Leiphart serving as the Preliminary Design Phase Lead.

A tentative timeline for the management sub-tasks is illustrated below.

WASHINGTON STREET South Platte River to 52nd Ave Improvements										
30% DESIGN SCHEDULE										
	Reengagement			Alternatives Development & Evaluation			30% Design Recommendations			
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Project Management										
KICK OFF MEETING	★									
PROJECT LEADERSHIP TEAM (PLT)		●	●	●	●	●	●	●	●	●
TECHNICAL ADVISORY GROUP (TAG)		1		2		3		4		
GENERAL MEETINGS	Up to 5 project meetings as requested by the City.									

A. Project Management

The Consultant will provide consultant project management services to include design team coordination, subconsultant coordination, monthly invoices, general project management and the below items.

- Project Assistance – The Consultant will aid the City in responding comments or inquiries.
- Quality Plan: Prepare and submit a Quality Assurance/Quality Control (QA/QC) plan and commit to adhering to the QA/QC process throughout the project

B. **Meetings** (up to 20 meeting including the following): The Consultant Team for the below meetings will include Key Personnel from RS&H, OV and Livable Cities Studio. Other team members will be included on an as-needed basis depending on topics being discussed.

- Kick off Meeting – The Consultant will hold one kick off meeting upon NTP with the City staff and project team to review the scope of work, schedule and budget for the project.
- Project Leadership Team (PLT)– The Consultant Team will meet once a month for 10 months with CCD departmental representatives to discuss issues and make decisions on critical aspects of the project.
- Technical Advisory Group (TAG) – The Consultant Team will meet up to 4 times over a 10-month period with staff specialist from CCD, CDOT, RTD and other stakeholder agencies to review technical elements including proposed approach methods, analysis, and mitigation for specific elements of the project such as bikes, traffic, historical properties etc.
- General Meetings – Consultant will attend and/or conduct up to 5 project meetings as requested by the City. Prepare and distribute meeting minutes and action items for all project meetings, including Public Meetings.

C. Schedule

Phases 1a, 1b, 2, and 3 be completed within 9 – 10 months after the Notice to Proceed is issued. Phases 4 through 7 are not currently included in this scope and will be discussed towards the conclusion of Phases of 1, 2, & 3.

The Consultant will provide the following scheduling services.

Schedule – Consultant will develop a Critical Path Schedule using Microsoft Project that reflects major tasks. Consultant will provide up to 3 updates anticipated to be quarterly to base schedule.

TASK 2 – PRELIMINARY DESIGN OF WASHINGTON STREET

This task includes both Phase 1 and Phase 2, as well as the cross streets of 51st Avenue and 48th Avenue. Our team will address design of the proposed improvements and community outreach in a comprehensive manner for the entire corridor. **Due to different funding sources, budgets/invoicing for Phase 1a, Phase 1b and Phase 2 will be tracked separately.** Phase 1a, Phase 1b and Phase 2 will have separate hours corresponding to each subtask below.

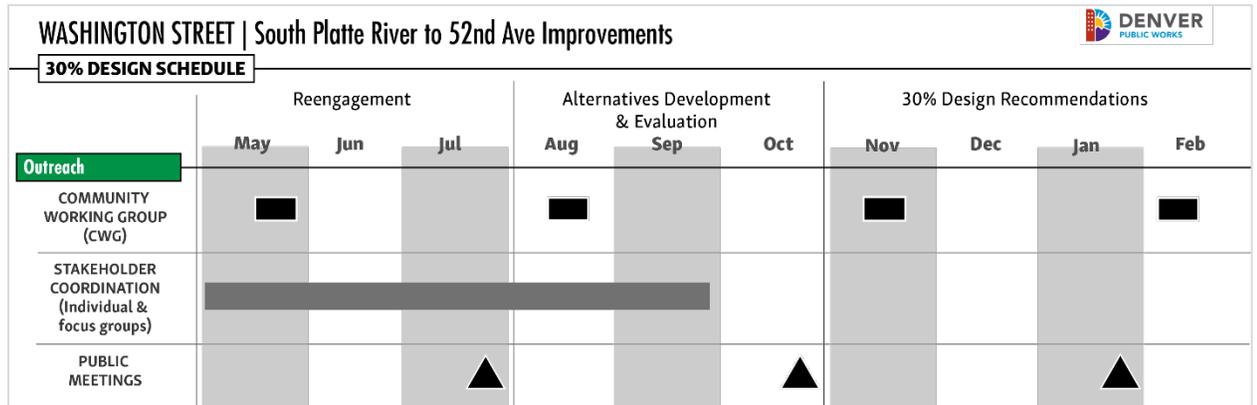
The City completed the Washington Street Study in 2018 which broke the corridor into Character Areas and identified recommended improvements in each area. The Consultant will use this previous study as the starting point to refine and develop the vision from this Study. The Consultant along with the City, will further explore opportunities and constraints while documenting potential trade-offs and continuing to build stakeholder ownership and support.

A. Stakeholder and Public Outreach

Beth Vogelsang will lead this effort with support from Galina Leiphart.

This task will build on the previous substantial planning efforts and public process was developed in the initial Washington Street Study. It is expected that the consultant, Public Works and NDCC will partner in this continuing this robust process. Community involvement and input has been the single most important and heeded component of the past efforts, and continuation of these efforts by the Consultant will continue as the project progresses to the 30% design level.

Following is our proposed timeline for the outreach components listed below:



- Public Involvement Plan** – The Consultant, in coordination with the City, will develop a comprehensive Public Involvement Plan that includes details of the team’s outreach methodology to enable regular stakeholder and community involvement through 30% level design. A total of 19 outreach meetings are included as described below. *Joy Wasendorf will develop the PI Plan with input from OV, LCS and RS&H/TSH.*
- Community Working Group (CWG)** – The Consultant will work with the City to review and refine the membership of the working group to ensure representation from the neighborhood residents, corridor businesses and other key advocates within the community. The Consultant will work closely with the City to continue this vital stakeholder engagement process. We will meet with the Community Working Group up to four times during Phase 1 and 2, to gain insight into community interests and concerns as design progresses. (4 meetings) *Beth Vogelsang will lead the CWG meetings with support from Galina Leiphart and Meredith Wenskowski.*
- Stakeholder Coordination** – The Consultant team will coordinate with ongoing projects in the area, including but not limited to the National Western Center (NWC) as the NWC continues to develop their site plans and placemaking efforts, the Globeville Stormwater Study as the project advances recommendations for green and grey infrastructure, Heron Pond design team, the Urban Waterways Study and the 41st & Fox Next Steps Study, CDOT, and BNSF among others. The Consultant team will also organize individual or focus group conversations with property owners or business representatives along the corridor to share and discuss relevant design impacts/modifications, access and aesthetics. Up to 12 individual or focus group meetings are anticipated through 30% level design. (12 meetings) *Beth Vogelsang and Galina Leiphart will lead this effort.*
- Public Outreach:** After concepts are presented to the Community Working Group and community stakeholders and then refined as needed, they will be shared with the community through a series of public meetings to close out each iterative meeting cycle. The first of these three meetings leading up to 30% design will serve to remind community members of the study’s findings and where we are in the process. Subsequent meetings will be held to gather input on developing aesthetic and urban design concepts. A fourth meeting for informational purposes only will likely be warranted before construction starts to close the loop on the design process. For

community members who aren't able or inclined to attend public meetings, we will gather input through other avenues including visual displays at the Stapleton Recreation Center and Garden Place Academy and online surveys. (3 public meetings) *Joy Wasendorf will lead the organization effort for the public meetings, with Galina Leiphart, Beth Vogelsang and Meredith Wenskowski providing strategic support and input.*

- **Translation Services:** All communication will be bilingual in English and Spanish for the Globeville neighborhood, which has a large Spanish speaking population. The Consultant will provide translation of written materials in coordination with NDCC, and the City will provide interpretation services at community meetings throughout the process. Assumed only for Public outreach. *Translation will be provided by OV and CIG.*
- **Website and other Communication Tools:** The Consultant will provide information for the project website and adhere to the denvergov web material guidelines as set forth by the City. *Galina Leiphart will work with the RS&H/TSH team to develop this content.*

B. Field Surveys

This task includes field surveying and related services as needed to complete 30% design of the project.

The City has engaged the services of a Professional Survey Firm to deliver a stamped and signed Survey Control Map and stamped and signed Right-of-Way Plans. The deliverable from Jacobs will include monumentation of the ROW, hard copy of the survey, and an AutoCad file of the survey. The building corners will be in the Acad file but not depicted on the survey. No title work was done for this work. These items will be provided by the City to the Consultant team.

The following survey work will be performed by the Consultant through the subconsultant 105 West:

- Conduct/Attend coordination meetings with CCD staff (including CCD Survey Department).
- Provide required traffic control for survey activities.
- Depict topography, physical features and utilities on the base mapping.
- Survey along the existing BNSF railroad track to provide a top of track horizontal vertical alignment for 1000ft along the track (500ft each direction from the centerline of Washington St.)
- Show existing Right-of-Way and property ownership provided by the City
- Locate subsurface investigation test holes.
- Produce a planimetric map of the project area. Features located will include, but not be limited to, existing bridges, edges of pavements, sidewalks, paths and parking lots, railings, surface and subsurface drainage features, irrigation, signs, light poles, fences, driveways and/or curb cuts, curbs, and all other existing features.
- Field survey utility locations including utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Underground utilities will be shown as marked by utility companies. Obtain invert elevations of manholes and vaults. Show the horizontal and vertical locations in the design plans and cross-sections.
- Locate storm and sanitary sewer pipes and inlets and determine invert elevations and pipe sizes.

- Establish existing and preliminary proposed Right of Way (ROW) linework – this will be used as a starting point during future design to eventually finalize partial takes, full takes, and easements necessary for completion of the project

C. Existing Utility Locates

Utility Mapping Services (UMS) will complete this task at RS&H/TSH direction.

The Consultant through the subconsultant Utility Mapping Services (UMS) will locate existing underground utilities in accordance with the Colorado Subsurface Utility Law SB18-167 and the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) referenced in the law and includes the following activities:

2D Quality Level B data acquisition using (electromagnetic (EM), acoustic, and other geophysical technologies), characterization, and depiction (CADD file) of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions.

Populate utility data management system GEOfeature™ with hydraulic information (pipe data and images) from the field investigation.

Although not currently included in the work scope or corresponding cost estimate, the Client may elect to have UMS adapt the work product to include:

- Locating including Spar 3-D mapping, ground penetrating radar (GPR), vacuum excavations (i.e. Test Holes, Potholes), etc.
- CADD 3D model of the identified existing utilities for improved design, conflict analytics, and advanced resolution engineering.

It is anticipated that Quality Level A location will be completed in the next phase of work for this area.

Utility locations determine by Utility Mapping Service will be surveyed by 105 West. Existing utility information will be provided a CADD file.

D. Multimodal, Roadway and Traffic Design – Up to a 30% Design Level of Completion

Kyle Dorrenbacher will lead this effort with close collaboration and participation from the planning and urban design team (Galina, OV, LCS).

The alignment in the 2018 Washington Street Study provides a balance of creating the greatest benefit with the least impact based on the information that is currently available. Any CADD files the City or subconsultant to the City has for this alignment will be provided to the Consultant.

The Consultant will develop one alignment (horizontal and vertical) based on the previous Washington Street Study alignment with new conditions. Up to three alternative alignments will be investigated to determine impacts and opportunities.

The typical section of the alignment will be based on the recommended typical sections from Washington Street Study. Major changes such as adding travel lanes are not anticipated based on current information. The Cross-Sections shown in the Study will need more detail and refinement as the design process progresses and more information from adjacent studies is received. This task includes 30% design of roadway, including all affected cross streets and intersections.

The 30% design development will provide an opportunity for the Project Team to:

- Refine and advance both the design and alignment as current survey information becomes available.
- Identify possible new details regarding environmental conditions or land use changes
- Identify changes to adjacent properties such as potential new uses, anticipated redevelopment projects, property improvements and areas where existing housing or businesses will remain.
- Apply ongoing feedback from stakeholders to the 30 percent design as it becomes available.
- Identify high-risk items affecting final alignment, including Right-of-Way impacts, environmental conditions, utility conflicts, stormwater improvements and coordination with adjacent projects

Consultant will consider alignment issues that may arise in order to coordinate with the design of other projects in the area especially the redevelopment of the NWC and the bridge connections to Washington Street. Other projects adjacent to Washington Street to consider are Heron Pond/Heller/ Carpio-Sanguinette Park Phase 1, Central 70 Construction, Xcel Energy North Metro gas pipeline, and Platte Farm Open Space.

The 30% design of the 51st Avenue and 48th Avenue cross streets assumes the roadways stay on current alignment with the typical section developed by the NWC team which include two 12ft lanes, a shared-use path on one side and a sidewalk on the other side.

E. Land Use Integration:

Beth Vogelsang will lead this effort.

The Consultant will conduct a review of existing and projected land use along the corridor, utilizing existing information from the City's development review team and consistent with the Globeville Neighborhood Plan. Specific area investments and recent land use or property owner changes will be noted. These changes will influence the function, access needs and urban design elements of the corridor and will inform design and community considerations throughout the 30% level design process. Mapping and supporting graphics will be developed.

F. Traffic

This task will be led by RS&H/TSH. Coordination/support from OV for consistency with other adjacent studies they are working on.

This task will focus on bike/pedestrian improvements at existing intersections. Signal improvements are not anticipated.

The Consultant will:

- Analyze existing ADT counts and turning movements at intersections. This will provide the base conditions for helping design the intersections to address high volume movements. The City will provide traffic counts including 24-hour ADT counts along the corridor including axle weight classifications and turning movements at intersections.
- Based on existing traffic numbers and expected changes in land use, the Consultant will develop traffic projections and analysis to help determine the need and length for turn lanes at intersections.
- Traffic Signal Warrant Analysis will be performed at one new intersection (potentially 48th Ave).
- The Consultant will summarize information in a traffic memo.

Exclusion from traffic work:

- A full traffic study will not be completed for Washington Street or the cross streets.
- LOS analysis will not be done for signalized intersections.
- Signing and Striping plans will not be provided in this phase of work

G. Bike and Pedestrian Facilities

This task will be led by Chris Vogelsang with collaboration and participation from Kyle Dorrenbacher and the RS&H/TSH team.

Details of the recommendations from the Study of the multi-use sidewalk and bicycle component included a 12'-0" sidewalk that accommodates both pedestrians and cyclists. This multimodal facility will be evaluated, and design progressed with several key considerations including; corridor length context and compatibility with ROW requirements, intersection configurations and street crossing requirements, ease of access to the South Platte River Trail and adjacent NWC site and compatibility with local neighborhood connectivity. Specifically, the following will be considered:

- Refine the design of a combined bicycle and pedestrian facility to provide clear delineation of space for users.
- Create functional and intuitive intersection crossings for pedestrians and cyclists.
- Innovative pedestrian and bicycle phased signals at intersections.
- Design solutions for multimodal safety at access points.
- Reducing the length of crossing intersections using bulb outs or other design solutions.

Task also include coordination/collaboration with the NWC team to transition from the National Western bridges over the South Platte River to the proposed roadway improvements on 48th and 51st avenues.

Elements of this Task to 30% design level include:

- Design horizontal and vertical alignments of, sidewalks, paths and trails in accordance with applicable portions of CDOT’s Standard Specification for Road and Bridge Construction, CCD Transportation Standards and Details, Denver Parks Standards, and all ADA compliance requirements. Changes to the existing roadway horizontal and vertical geometry are not included.
- Gathering of sufficient information in order to accurately identify all pertinent horizontal and vertical elements for the purpose of preparing fully vetted and feasible roadway cross-sections which provide drainage, and which meet City standards.
- Provide alignments and develop profiles, cross sections, geometrics, grading, toes of slope and pavement/trail sections based on the above referenced requirements and geotechnical recommendations.
- Identify and develop pertinent design features and report results including permanent and temporary impacts to Right-of-Way and Utilities to the City project manager.
- Evaluate the alignment for property and acquisition impacts, impacts from environmental studies and findings, and adjacent projects.
- Provide intersection design and signal improvements incorporating safety for pedestrians.
- Provide 30% traffic signal design as required to Denver’s Standards.
- Assist with consideration of traffic calming measures.
- Ensure compatibility with bike/pedestrian network of adjacent projects including the Nation Western Center and the National Western Center Placemaking Study and Final Design work.
- Assist with determination of block by block placement of street parking.
- Consider construction phasing and provide 30 percent construction phasing plans.

H. Urban Design and Placemaking

Meredith Wenskoski will lead this task.

The Consultant through subconsultant Livable Cities Studio will further the vision of Urban Design and Placemaking and numerous concepts discussed in the Globeville Neighborhood Plan, the 2016 Washington Street Study, and all other relevant studies or adopted plans. The Urban Design and Placemaking components will be progressed by the design team through the application of innovative, low maintenance, and creative solutions. Elements of this Task include:

- Develop concepts for improvements and realignments at select key intersections, including the integration of innovative public spaces, public art, wayfinding, signage, etc.
- Integration of bicycle and pedestrian facilities with the streetscape design, including creative ways to effectively demarcate pedestrian and bicycle zones.

- Design of gateways and concepts for monumentation/signage at key locations.
- Develop renderings, visualizations, illustrations and illustrative concepts for CWG Meetings, Public Meetings and for the City’s use, including boards and PowerPoint presentations. The visualizations will be an important part of the community engagement process as it will provide a more interactive platform to solicit input and feedback.
- Prepare 30% design for the landscaping and streetscape, including full streetscape design concepts and 30 percent design for sidewalk paving and streetscape elements such as furnishings, lighting, integration of any public art, and design of street side stormwater planters.
- Select preliminary list of plant materials based on plant character types and general locations of plants that will be low maintenance, capable of being planted in innovative stormwater facilities and reflect the community’s vision of an innovative and sustainable community.
- Develop concepts for any remnant parcels of land resulting from the realignment of the 4-way intersection of 51st Avenue and Washington Street.

I. Geotechnical Investigations/Pavement Design

The Consultant through its subconsultant Geocal will provide the following:

- Consultant will complete 12 soil borings along the 3000LF long from 47th to the County Line. Borings will be drilled to depths of 5 to 10 feet below existing grade. Laboratory tests will be done to evaluate the engineering classification, strength and compressibility or swell characteristic and other engineering properties for the soils.
- Consultant will complete 3 boring for 51st Avenue and 1 boring for 48th Ave. Borings will be drilled to depths of 5 to 10 feet below existing grade. Laboratory tests will be done to evaluate the engineering classification, strength and compressibility or swell characteristic and other engineering properties for the soils as well as pavement design.
- Tests will include, swell-compression, R-value, Gradations, Liquid & Plastic Limit, Standard Proctor, pH, Resistivity, water soluble chloride, sulfide, Redox Potential and water-soluble sulfates.
- A draft report will be prepared under the direction of a registered professional engineer. This report will include all logs and laboratory test results, and other items such as site geology and area development that can have an effect on the ground water. Our engineering report will be prepared to summarize at least the following:
 - Site description and geology
 - Brief review of field and laboratory procedures
 - Subsurface conditions encountered (soils, bedrock, and groundwater)
 - Results of the field exploration and laboratory testing
 - Figures of boring locations and logs of subsurface conditions
 - Pavement design recommendations using MGPEC, AASHTO 1993, and M-E standards

- Assist the City with determining whether pavement section from 47th Avenue to the municipal City Limits should be concrete or asphalt.
- Boring locations will be coordinated with environmental subconsultant so environmental investigation can be completed using the same locations.
- It is unclear if walls will be needed at this stage of design so no additional work for the design of walls is included.

J. Environmental Studies and Considerations

The Consultant will provide the following information through subconsultant Pinyon Environmental:

Environmental Constraints Memo

Based on a review of available information, Pinyon will develop a general environmental constraints memo to evaluate the potential environmental impacts as 30% design progresses. The scope of this memo will include potential impacts to resources linked to local, state or federal permitting requirements, including water quality, hazardous materials, historic resources, Section 6(f) resources, wetlands, vegetation, fish and wildlife and threatened and endangered species.

The Denver Department of Public Health and Environment (DDPHE) has prepared a limited environmental hazardous materials evaluation for the project, which is available as shown in the “Resources and Additional Information” section below. This Memo, dated May 17, 2017, summarizes what contaminants are likely to be found during construction, and lists sites of specific concern. The Consultant will use this information as baseline information for the hazardous materials portion of the memo. The memo will also include recommendations for mitigation for resources impacted by the project.

Based on findings of the environmental constraints review, the consultant will identify any required local, state and federal environmental permit or clearances for Phase 1 and 2. Permits may include but are not limited to a USCOE Section 404 permit for encroachment into the river channel for the future bridge crossing. Resource data and findings to be provided to the USACE for purposes of their internal NEPA clearance are expected to include ESA Section 7 threatened & endangered species consultation and Section 106 historic resources information.

The consultant will evaluate the potential requirement for Section 6(f) clearance from the National Park Service/Colorado Parks & Wildlife for any Section 6(f) resources potentially affected by the project including the Platte River trail and Globeville Landing Park.

Environmental compliance under the National Environmental Policy Act (NEPA) is not an included task due to the lack of federal nexus. If federal funding or other federal nexus occurs in the future, this scope of services may be amended to include NEPA-related tasks.

Phase I & II Environmental Site Assessments

The City will preform all Phase I and Phase II Environmental Site Assessment (ESA) work. The City will work with the Consultant to identify locations/properties where ESA's will be needed. The City will provide ESA's to the consultant to review and aid in evaluation of the impacts of proposed improvements.

Historic Resources-

Pinyon's cultural resource specialist will provide an existing conditions and constraints analysis for the project. This includes a review by a qualified Pinyon historian of applicable federal, state, and local regulatory framework and identification of previously recorded historic resources including CCD Local Landmarks, State and National Register listed and eligible properties and districts. A Pinyon historian will also review CCD Assessor data, existing historic reports, aerial and topographic maps to indicate the potential for unrecorded, potentially historic resources in the study area. Potentially historic resources may include, but are not limited to, trolley lines, brick sewers, bridges, culverts, roads, railroads, residential and commercial building. This analysis will be provided to CCD in a technical memorandum.

Pinyon will provide historical documentation to CCD for review by Denver Landmarks. Pinyon assumes the project will have no state or federal nexus that would require State Historic Preservation Office (SHPO)_Section 106 clearance should a state or federal nexus be identified; this scope will need to be revised.

Coordination

Meetings will be conducted with representatives from CDPHE, Adams County and other parties, as necessary.

K. Right-of-Way Considerations

Randal Lapsley will lead this coordination effort with the City.

It is anticipated that Right-of-Way procurement will eventually be necessary to construct the improvements on Washington Street. The Consultant Team will assist the City with determining how alignment changes to the road may impact properties and project Right-of-Way needs. Right-of-Way Procurement Plans and Legal Descriptions will not be completed for this Phase of the work.

L. Drainage/Water Quality Design

RS&H/TSH will lead this task. Coordination/support from OV for consistency with other adjacent studies they are working on.

The Consultant will coordinate all drainage design with the City and County of Denver Storm Drainage Master Plan and with Denver Wastewater to not preclude future improvements identified in the Master Plan, or those considerations underway in the Globeville Stormwater Systems Study. Specifically, Wastewater has identified Washington St and 47th Ave. and Washington St. and 50th Ave. as locations with flooding potential, among others in the area. These flood patterns, coupled with ongoing City study efforts in Globeville and

along the South Platte River, will inform the infrastructure improvements to be coordinated with Washington design. The Consultant will manage coordination among these efforts to ensure an informed design process.

This segment of the project is located in the downstream portion of the drainage basin and as such there is a significant offsite basin that historically drains across Washington Street and ultimately to the South Platte River. The City and County of Denver Master Plan has identified six outfalls that traverse Washington Street within this segment. The outfalls identified in the City and County of Denver Master Plan are larger than the existing storm sewer, but the downstream infrastructure has not been upsized yet to accommodate the proposed flows identified in the Master Plan. It is anticipated that upsizing the outfalls to the South Platte River is outside the scope of this project, but this project will need to construct the infrastructure within the project limits that accommodate the ultimate master plan.

This scope anticipates utilizing the flows identified in the City and County of Denver Master Plan, and Denver Wastewater staff concurrence for the offsite flows tributary to the project. These flows combined with the onsite flows will be used to size the outfalls through the project limits. It is anticipated that the outfalls identified downstream of the project will not be in place and an interim condition will be needed that maximizes the conveyance to the South Platte and does not create detrimental impacts to adjacent properties. The Consultant will develop a conceptual approach to the interim condition and to develop a solution that allows the offsite flows to be conveyed through the project and to the South Platte River. This conceptual approach will locate and preliminarily size inlets and pipes to convey flows through the proposed project. The proposed storm sewer will tie into the existing storm sewer at the downstream portion of the project. It is anticipated that flows in the major event will spill out of the storm sewer where the existing downstream system does not have capacity. A graphic will be provided to show the flows in the pipes and where the spills occur as part of the preliminary drainage report. Hydraulic calculations for the inlets and pipes are not anticipated to be submitted with the preliminary report.

Due to the number of outfalls within the project, the proximity to the South Platte River, and the limited right-of-way available, it is anticipated that permanent water quality will be handled with methods identified in the Ultra-Urban Green Infrastructure Guidelines and a variance will be granted for detention on the project. The Consultant will identify and size potential BMPs that will meet the requirements of the project and present them to CCD staff. The Consultant will work with CCD staff to identify preferred BMPs for this segment of the project. These will be conceptually shown in the drainage plans to identify any right-of-way impacts. Details will not be provided in this phase of the project.

Deliverables Include:

- Drainage Plans: (50 scale) showing inlet locations, pipe sizes, existing contours, proposed contours, conceptual layout for water quality facilities, existing and proposed utilities, and existing and proposed right of way lines. Profiles will not be submitted with this submittal but will be developed as needed to identify right-of-way acquisitions.
- Preliminary Drainage Report (including water quality calculations)

- Detention/Retention Variance Letter

M. Utility Conflict Identification, and Coordination

RS&H/TSH will lead this task.

The Consultant will provide the following utility work:

- Identify potential utility conflicts between existing utilities and proposed improvements for coordination with design team and utility companies.
- Recommend locations for potential potholing
- Potholing will be completed in the next Phase of the work.
- Incorporate utility mitigations/relocations schematics into the 30 percent design package.
- Prepare a summary table of all utilities within the project limits, noting utility adjustments, relocations and / or replacement.
- Coordinate with Xcel Energy to determine the location of the new North Metro Gas Pipeline installation.

N. Railroad Coordination and Public Utilities Commission and Support

The Consultant in conjunction with our subconsultant RailPros will coordinate with BNSF and PUC on the grade crossing just north of 47th Avenue. This phase of work is anticipated to include the following:

- Field review of existing conditions at the grade crossing
- Based on the field review and existing data from the City and BNSF, prepare a technical memorandum of short- and long-term grade crossing recommendations. The short-term recommendations would identify low cost suggestions for consideration and immediate safety benefit. The long-term recommendations would identify items that the BNSF and PUC may be concerned with but that require more time to resolve.
- Provide technical input into the roadway concept design, related to grade crossing operations. Develop concept Washington Avenue grade crossing exhibit
- Schedule, organize and lead railroad crossing diagnostic meeting with BNSF and PUC
- Develop 30% level plans for the crossing for City review/comment; then provide updated plans to PUC and BNSF for review/comment
- Provide RR Coordination to BNSF and PUC

O. Lighting Design

The Consultant through our subconsultant Clanton and Associates will develop and coordinate the 30% lighting design with the City, the utility agency, and the project stakeholders. Street and pedestrian lighting is an important component of Placemaking, and the lighting design will be done with that consideration in mind. Lighting design will be integrated into the overall streetscape and character and done accordance with City and County of Denver Streetlighting Guidelines.

Lighting work for this phase will include determining the type of lights and approximate locations.

P. Risk Register

Randal Lapsley will lead this task.

The Consultant review the existing GO BOND Risk Register and maintain and update the register for the many risks that may affect the budget and/or schedule of this project. These risks include, but are not limited to, Right-of-Way procurement, environmental conditions, utility conflicts, and coordination with adjacent projects. The consultant will review and update the Risk Register monthly with the project manager and project team, and the consultant will assist with strategies to minimize/mitigate risks as they become apparent.

Q. Cost Estimating

RS&H/TSH will lead this task.

The Consultant shall develop detailed construction bid quantities and construction cost estimates based on the 30 percent design plans and quantities. The cost estimates will be presented by typical CDOT Pay Items and cost categories and utilize relevant/current unit cost information from similar/recent projects in the Denver metropolitan area. The consultant will be responsible for reviewing and updating the cost estimates at critical milestones (to be determined) throughout the development of the 30 percent design.

R. Denver Public Works Engineering, Regulatory, and Analytics (PWERA) Preparation, Process, and Submittal

RS&H/TSH will lead this task.

The project must follow the City's review process and meet all City standards (including, but not limited to the Department of Public Works Engineering Standards, etc.). The consultant will complete the 30% design plans/documents associated with the PWERA review process. One or more reviews through PWERA prior to the completion of the preliminary design may be required. The following items may be included:

- Preparation for progress meetings and for the 30% Design Review Meeting,
- Coordinate, complete and compile the plan inputs from all activities: materials, drainage utility design, lighting design, urban design, structures, and right-of-way.
- Compile the preliminary cost estimate for the work described in the preliminary design plans based on estimated quantities.
- The 30% design plans will include, but not be limited to:
 - Title Sheet
 - Standard Plans List
 - Project Site Plan & Key Map
 - Typical Roadway Sections
 - General Notes
 - Summary of Approximate Quantities
 - Survey Control Sheet
 - Geometric Control
 - Typical Roadway/Bike/Ped Details
 - Miscellaneous Details
 - Removal & Reset Plans

- Roadway Plan & Profiles
 - Side Street Profiles
 - Paving Plans
 - Utility Plans
 - Storm Sewer Subset
 - Urban Design Subset
 - Traffic Signal Subset
 - Construction Zone Traffic Control Subset
 - Traffic Details
 - Roadway Cross Sections
 - Right-of-Way Ownership Plans
 - Preliminary Specifications
- The following items will be included with the preliminary design plans:
 - Geotechnical Investigation, pavement design, and foundation recommendation report.
 - Drainage Report
 - Information regarding any required permits
 - The plans and specifications will be reproduced and distributed by the consultant as requested by the City. The consultant has included 10 paper copies in the reproduction expenses.
 - Resolve design questions raised in the 30 percent Design Review meeting in cooperation with the City. Document the decisions and transmit the documentation to the City for approval.
 - Submit a list of all deviations from standard design criteria along with the written justification for each one. Obtain concurrence from affected agencies or utility companies.
 - Consultant shall complete revisions to the 30% design documents to address comments made at the review meeting. Develop a memo summarizing the actions taken on each submitted comment.
 - Identify and submit a listing of all permits and clearances required for the completion of the project.
 - Submit copies of the revised plans to the City and other agencies as appropriate.

A tentative timeline for design sub-tasks outlined above is illustrated below:

WASHINGTON STREET South Platte River to 52nd Ave Improvements											
30% DESIGN SCHEDULE											
	Reengagement			Alternatives Development & Evaluation			30% Design Recommendations				
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
Design											
EARLY ACTION TASKS (survey, utilities, geotech)	█										
MULTI-MODAL/RDWY/ TRAFFIC DESIGN BIKE & PED FACILITIES URBAN DESIGN & PLACEMAKING, WQ		█									
ENVIRONMENTAL DRAINAGE		█									
RAILROAD COORDINATION	█										
PRELIMINARY PLANS/ PWERA							█				

TASK 3 - WASHINGTON STREET BRIDGE AND GLOBEVILLE LANDING PEDESTRIAN BRIDGE CONCEPTUAL DESIGN

This phase of work is being completed in conjunction with the results from the Urban Waterways Restoration Study prepared by the City and the Urban Drainage & Flood Control District (UDFCD). This study identified over-topping of the west bank of the S. Platte River at Ringsby Ct. just upstream of the Washington Street Bridge during a 100-year storm event. The study made recommendations to reduce this over-topping which included downstream channel improvements and raising the low chord of several bridges downstream of the Washington Street Bridge, including the Globeville Landing Pedestrian bridge. The scope of work for Phase 3 involves hydraulic modeling and bridge design to determine the best alternative for raising the low chords of the Globeville Landing Pedestrian Bridge and the Washington Street Bridge and reducing the west bank over-topping at Ringsby Ct. just upstream of the Washington Street Bridge.

A scoping meeting was held with the City on September 25, 2018 to clarify the scope of work for this phase. Two scenarios were considered to determine the desired elevations of the low chord of the Washington Street and Globeville Landing Pedestrian bridges.

- Scenario 1 assumed all the recommended downstream improvements from the Urban Waterway Restoration Study were built. This would require raising the low chord of the two bridges approximately 2.5 ft.
- Scenario 2 assumed that none of the downstream improvements were built. This would require raising the low chord of the two bridges approximately 5 ft. The City said the likelihood of the downstream Urban Waterway’s improvements being built in the near future was unlikely.

It was concluded at the meeting that the City should only investigate the scenario that required raising the low chord of both bridges approximately 5 ft.

The Globeville Landing Pedestrian Bridge was also discussed at the scoping meeting. Due to the current reconstruction of Globeville Landing Park, the Pedestrian Bridge cannot be raised at its existing location to an elevation sufficiently above the 100-year flood level and still tie into the regional trail system on both sides of the river. Also, the existing prefabricated bridge has

structural elements that extend well below the deck, increasing the depth of the low chord more so than other types of prefabricated bridges. Therefore, it was concluded that a new bridge located further upstream on a different alignment was the preferred solution.

The scope of work to complete Phase 3 includes:

A. Stakeholder Coordination

RS&H/TSH will lead this task with support from OV and CIG.

The Consultant will reach out to the owner of the Pepsi property to discuss the use of the building and loading dock along Arkin’s Ct. and 38th Ave. This discussion will focus on the impacts to their operations of raising the roadway elevation to aid in raising the bridge. This work is anticipated to be one meeting with the property owner. Public involvement for Task 3 will be integrated seamlessly with Phase 1 and 2 public involvement tasks. Public involvement for Task 3 is anticipated to include presenting bridge concept idea at CWG meetings and Public meetings to convey ideas and solicit input.

B. Field Surveys

This task includes field surveying and related services as needed to complete conceptual design of the project.

The following survey work will be performed by the Consultant through the subconsultant 105 West:

- Conduct/Attend coordination meetings with CCD staff (including CCD Survey Department). This meeting is anticipated to be combined with Phase 1 and 2.
- Provide required traffic control for survey activities.
- Depict topography, physical features and utilities on the base mapping.
- Show existing Right-of-Way and property ownership provided by the City.
- Produce a planimetric map of the project area. Features located will include, but not be limited to, existing bridges, edges of pavements, sidewalks, paths and parking lots, railings, surface and subsurface drainage features, irrigation, signs, light poles, fences, driveways and/or curb cuts, curbs, and all other existing features. Note that Merrick & Company has prepared the final design and construction drawings for the Globeville Landing Park reconstruction work currently underway. Merrick will provide AutoCadd files of the proposed linework and grading plan for the park, which will be incorporated into the base mapping for the Washington Street project.
- Field survey utility locations including utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Underground utilities will be shown as marked by utility companies. Obtain invert elevations of manholes and vaults. Show the horizontal and vertical locations in the design plans and cross-sections.
- Locate storm and sanitary sewer pipes and inlets and determine invert elevations and pipe sizes.
- Establish existing and preliminary proposed Right of Way (ROW) linework – this will be used as a starting point during future design to eventually finalize partial takes, full takes, and easements necessary for completion of the project

C. Existing Utility Locates

Utility Mapping Services (UMS) will complete this task at RS&H/TSH direction.

The Consultant through the subconsultant Utility Mapping Services (UMS) will locate existing underground utilities in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) and includes the following activities:

2D Quality Level B data acquisition using (electromagnetic (EM), acoustic, and other geophysical technologies), characterization, and depiction (CADD file) of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions.

Populate utility data management system GEOfeature™ with hydraulic information (pipe data and images) from the field investigation.

Although not currently included in the work scope or corresponding cost estimate, the Client may elect to have UMS adapt the work product to include:

- Locating including Spar 3-D mapping, ground penetrating radar (GPR), vacuum excavations (i.e. Test Holes, Potholes), etc.
- CADD 3D model of the identified existing utilities for improved design, conflict analytics, and advanced resolution engineering.

It is anticipated that Quality Level A location will be completed in the next phase of work for this area.

Utility locations determine by Utility Mapping Service will be surveyed by 105 West. Existing utility information will be provided a CADD file.

D. Roadway/Regional Trail

This task will be led by RS&H/TSH. Coordination/support from OV for consistency with other adjacent studies they are working on.

The Consultant will investigate changes to the roadway profile needed to raise the bridge. This is expected to include investigating impacts to the adjacent intersection on each end of the Washington Street bridge.

The Consultant team will investigate one new regional trail alignment for connection to a new river crossing location for the Globeville Landing Pedestrian Bridge at a concept level.

The conceptual (10%) design plans will include:

- Site Plan Graphic with Existing Right-of-Way and Ownerships
- Plan and Profile Graphic for Globeville Landing Bridge based on previous work done.

E. Geotechnical Investigations/Pavement Design

No geotechnical investigation or pavement design will be done at the concept phase. Geotechnical foundation investigation will be done in a future phase.

F. Environmental Studies and Considerations

The Consultant will provide the following information through Pinyon Environmental:

Environmental Constraints Memo

Based on a review of available information, Pinyon will develop a general environmental constraints memo to evaluate the potential environmental impacts as conceptual design progresses. The scope of this memo will include potential impacts to resources linked to local, state or federal permitting requirements, including water quality, hazardous materials, historic resources, Section 6(f) resources, wetlands, vegetation, fish and wildlife and threatened and endangered species.

The Denver Department of Public Health and Environment (DDPHE) has prepared a limited environmental hazardous materials evaluation for the project, which is available as shown in the “Resources and Additional Information” section below. This Memo, dated May 17, 2017, summarizes what contaminants are likely to be found during construction, and lists sites of specific concern. The Consultant will use this information as baseline information for the hazardous materials portion of the memo. The memo will also include recommendations for mitigation for resources impacted by the project.

Based on findings of the environmental constraints review, the consultant will identify any required local, state and federal environmental permit or clearances for Phase 3. Permits may include but are not limited to a USCOE Section 404 permit for encroachment into the river channel for the future bridge crossing. Resource data and findings to be provided to the USACE for purposes of their internal NEPA clearance are expected to include ESA Section 7 threatened & endangered species consultation and Section 106 historic resources information.

The consultant will evaluate the potential requirement for Section 6(f) clearance from the National Park Service/Colorado Parks & Wildlife for any Section 6(f) resources potentially affected by the project including the Platte River trail and Globeville Landing Park.

Environmental compliance under the National Environmental Policy Act (NEPA) is not an included task due to the lack of federal nexus. If federal funding or other federal nexus occurs in the future, this scope of services may be amended to include NEPA-related tasks.

Historic Resources-

Pinyon’s cultural resource specialist will provide an existing conditions and constraints analysis for the project. This includes a review by a Pinyon Historian of applicable federal, state, and local regulatory framework and identification of previously recorded historic resources including CCD Local Landmarks, State and National Register listed and eligible properties. A Pinyon Historian will also review CCD Assessor data, existing historic reports, aerial and topographic maps to indicate the potential for unrecorded, potentially historic resources in the study area. Potentially historic resources may include, but are not limited

to, trolley lines, brick sewers, bridges, culverts, roads, railroads, residential and commercial building. This analysis will be provided to CCD in a technical memorandum.

Should further compliance be required due to a local nexus, requiring review by Denver Landmarks, Pinyon will provide requisite documentation to CCD. Pinyon assumes the project will have no state or federal nexus; should a state or federal nexus be identified; this scope will need to be revised.

Coordination

Meetings will be conducted with representatives from CDPHE and other parties, as necessary.

G. Right-of-Way Considerations

Randal Lapsley will lead this coordination with the City.

Existing ROW, to the extent the City can provide limits, will be identified. The Consultant Team will assist the City with determining how alignment changes to the road may impact properties and project Right-of-Way needs. Right-of-Way Procurement Plans and Legal Descriptions will not be completed for this phase of the work.

H. Bridge Hydraulics

The Consultant through its subconsultant Merrick will analyze the hydraulic modeling (U. S. Army Corps of Engineers HEC-RAS model) of the South Platte River prepared for the City and Urban Drainage and Flood Control District (UDFCD) that identified a spill on the west bank of the South Platte River just upstream of the Washington Street Bridge. Merrick will perform HEC-RAS modeling of the South Platte River for alternative bridge concepts at Washington Street and the Globeville Landing Pedestrian Bridge to determine the impacts to the water surface profiles. For each bridge alternative and combination of alternatives for the two bridges, a HEC-RAS run will be performed. The results of each run will include the impact on the water surface profile and the spill at Ringsby Ct. In order to account for several types of bridge designs and various combinations of bridge piers and abutments, we have included up to 12 hydraulic model runs in the scope of work.

I. Bridge Investigation

This task will be led by RS&H/TSH.

Washington Street Bridge (10% concept study)

- Investigate alternative bridge concepts to raise the low cord approximately 5 ft. It is assumed that up to 4 alternative bridge design concepts will be investigated at a concept (10%) level. Two-span, three-span and five-span configurations have been identified as potential span configuration options.
- Analyze construction phasing for the new bridge concepts.
- Provide cost estimates for the concept level alternatives. These estimates will be based on historical cost/sf data and engineering judgment.
- Some of the bridge concepts may use the existing bridge steel girders as falsework for the new bridge. Analysis of the existing girders to serve as falsework will not be performed as a part of this scope.

- List environmental resource impacts.
- Evaluate impacts of raising the Washington St. profile to provide adequate structure depth to achieve the required freeboard for the alternatives studied. List the impacts associated with each profile raise.
- Provide one Structure Selection Memorandum to include: hydraulic modeling reflecting the impacts for each alternative; detailed description of proposed bridge configuration including bridge layout, freeboard, and cost estimate. Cost estimates shall include costs for construction phasing and traffic detours as applicable. The Structure Selection Memorandum shall contain a Recommended Alternative.
- The Recommended Alternative will need subsequent preliminary engineering (30% level) in order to confirm the recommendation. Preliminary (30%) engineering is not included in this scope.
- The Structure Selection Memorandum need not meet the requirements of a full Structure Selection Report per the CDOT Bridge Design Manual. The Structure Selection Memorandum will summarize the following:
 - Project Description/Objectives
 - Project Issues/Constraints
 - Alternatives Studied
 - Construction Cost Estimates
 - Construction Phasing
 - Discussion of Alternatives – Pros/Cons
 - Recommended Alternative
- Prepare a submittal package of the selected preliminary designs and Structure Selection Memorandum for review through the Denver Public Works Engineering, Regulatory, and Analytics (PWER) Process. Address all comments received from the PWER Review.

Globeville Landing Pedestrian Bridge (10% concept study)

- Assume the new pedestrian bridge location will be moved south of the existing location. Coordinate bridge location and layout with new path alignment and profile, increasing existing freeboard by 5ft.
- Assume the existing pedestrian bridge will be too short to be reused.
- Assume the new bridge will be a two-span prefabricated steel truss, with a truss style that lowers the deck with respect to the bottom chord (maximizing freeboard).
- The assumed construction phasing is that the existing bridge will be used to carry pedestrians while the new bridge is constructed offline at the new location.
- Provide a concept level cost estimate (10%) for the new bridge using historic cost/sf data and engineering judgement.
- Provide a Structure Selection Memorandum to include: hydraulic modeling reflecting the impacts of the proposed bridge; detailed description of proposed bridge configuration including bridge layout sheets, freeboard, and a conceptual cost estimate. The cost estimate shall include costs for pedestrian traffic detours, construction phasing and permanent relocation of path, as applicable.
- Prepare a submittal package of the selected design and Structure Selection Memorandum for review through the Denver Public Works Engineering, Regulatory, and Analytics (PWER) Process. Address all comments received from the PWER Review.

ADDITIONAL SERVICES

Up to \$50,000 is allocated for additional services to be used as directed by the City Project manager. Additional service work will be agreed to by the Consultant and City project manager prior to this work being performed.

SCOPE OF WORK FOR FUTURE PHASES

The scope of work and fee for Phases 4, 5, and 6 will be defined upon significant completion of Phase 1 and 2. Phase 4, 5 and 6 are described below.

- Phase 4: Washington Street from 47th Ave. north to the City Limits: 30% level design to final design
- Phase 5: Washington Street from 47th Ave. south to the Platte River: 30% level design to final design
- Phase 6: Washington Street Bridge and Globeville Landing Bridge: 10% conceptual design to final design

Construction phase professional services may be added as a Phase 7 upon completion of final design.

EXHIBIT B

KEY PROFESSIONAL PERSONNEL / RATES

ATTACHMENT 2

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Tsiouvaras Simmons Holderness, Inc.

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.
Managing Principal	General oversight, contracting, resource allocation, Q/A	\$275
Project Manager	Planning, directing, scheduling of TSH staff and coordination of subs	\$269
Prof. Engineer - 5	PE responsible for large & complex projects	\$269
Prof. Engineer - 4	PE typically with 12+ yrs exp., engineering specialist	\$242
Prof. Engineer - 3	PE typically w/8+ yrs exp., major responsibility technical	\$176
Prof. Engineer - 2	PE typically w/5 - 10 yrs exp., responsible for tech performance	\$161
Prof. Engineer - 1	PE typically w/4 - 7 yrs exp., working with supervision	\$143
EIT - 3	typically 3+ yrs exp., coordinates technical work	\$130
EIT - 2	typically 2+ yrs experience	\$114
EIT - 1	entry level engineer	\$104
Resident Cont. Engineer	Associates or BS degree and 15+ yrs exp.	\$251
Const. Obser - 2	Typically 10 - 15 years, provide oversight of construction project	\$171
Const. Obser - 1	Typically 5 - 10 years, provide oversight of construction project	\$125
Technician - 2	Typically 2 - 5 yrs, on site record observations, Technical Train/Cert	\$103
Technician - 1	Typically 0 - 2 years, on site record observations	\$65
Designer - 4	15+ yrs exp. w/associate degree, overall design delivery responsibility	\$204
Designer - 3	10+ yrs exp. w/associate degree, multi discipline coordination	\$165

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.10 (2021)

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 reproductions, 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

Prime Consultant: Tsiouvaras Simmons Holderness, Inc.

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")	\$ 0.50 / each
Copies (8 1/2 x 14")	\$ 0.50 / each
Red-line copies	\$ \$7 / S.F.
Reproducibles	\$ \$1_____ / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

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).

Title/Classification	Responsibilities	Rate/Hr.
Director of Survey/Mapping	Manage Projects/Perform Boundary Survey work and ROW work	\$ 125.00
Project Surveyor	Manage Projects/day-to-day field operations and perform all surveying	\$ 100.00
Survey Technician	Perform all types of surveying required for project completion	\$ 80.00
Survey Crew (2-Man)	Perform field work and coordination	\$ 135.00
Survey Crew (1-Man)	Perform field work and coordination	\$ 115.00
Survey Crew (3-Man)	Perform field work and coordination	\$ 205.00
Administrative	Perform administrative duties	\$ 55.00
Party Chief	Perform field work and coordination	\$80
Instrument Operator	Assist Party Chief in performing field work and coordination	\$55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7

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 reproduces, 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

Consultant: 105 WEST, INC

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Such costs are, in all such instances, included in the hourly rates paid by the City.

Expenses of the Consultant reimbursable by the City shall include:

2. Actual cost of reproduction of drawings and specifications as indicated below.
3. Travel cost for consultants outside the Denver Metro area. 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>0.15</u> / each
Copies (8 1/2 x 17")	\$ <u>0.19</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	@ Cost
Courier	@ Cost

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Clanton and Associates

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 / President	Chief Executive Officer	\$289
Principal / President	President	\$273
Principal / President	Principal	\$200
Principal / President	Associate	\$179
Principal / President	Senior Engineer II	\$179
Senior Engineer I/PE-1, PE-2	Senior Engineer I	\$137
Engineer II/EIT-3, EIT-4	Engineer	\$137
Engineer I/EIT-1, EIT-2	Engineer	\$126
Senior Designer II	Design Supervisor	\$158
Senior Designer I	Designer	\$137
Designer II	Designer	\$116
Designer I	Designer	\$100
Intern	Engineering Student Intern	\$84
Production Manager	Design Manager	\$158
Senior CADD Technician	CAD Operator	\$105
CADD Technician	CAD Operator	\$79
Office Manager	Office Manager	\$74

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.5.

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

Consultant: Clanton and Associates

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")	\$ at cost / each
Copies (8 1/2 x 14")	\$ at cost / each
Red-line copies	\$ at cost / S.F.
Reproducibles	\$ <u>at cost</u> / page

REIMBURSABLE EXPENSES

Consultant: Communication Infrastructure Group (CIG)

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.

These reimbursables are not applicable to CIG

Actual Costs

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

REIMBURSABLE EXPENSES

Consultant: Diversified Underground, Inc.

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")	\$.20 / each
Copies (8 1/2 x 14")	\$.20 / each
Red-line copies	\$ NA / S.F.
Reproducibles	\$ <u>1.00</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Geocal, Inc.

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	Commits resources, negotiates contract, provides quality review	\$ 206.85
Project Manager/Senior Engineer	Manage activities, provide technical guidance & review, track schedule and budget, assist with report	\$ 148.26
Project Engineer	Review field work, conduct analyses, check lab calculations, write report	\$ 99.81
Staff Engineer	Assist with data reduction, do Cad for boring locations, logs, and plotting data	\$ 81.54
Field Geologist or Engineer	Logs the subsurface borings, conducts site reconnaissance, collects samples and stages the	\$ 77.10
Laboratory Manager	Oversees lab operations, calibration of equipment, laboratory technique, calculations of results	\$ 77.10
Laboratory Technician	Conduct laboratory testing for engineering properties	\$ 71.16
Materials Technician	Conducts construction materials testing	\$ 79.62
Operations Manager	Oversees field testing services, equipment calibration, procedures	\$ 106.93
Construction Manager	Provides construction management including schedule review, pay applications, contractor progress, RFI submittal reviews, punch lists, quantities, inspections, and other construction management duties	\$ 163.95
Construction Observation	Provides construction observations to evaluate conformance with the plans and specifications, including	\$ 90.11
Cad Technician	Does computer aided design for boring logs, geologic sheets, other report items	\$ 56.78
Clerical	Assists with figures, typing, report distribution	\$ 56.78

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 2.5031

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

Consultant: Geocal, Inc.

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")	\$	/each
Red-line copies	\$	/S.F.
Reproducibles	\$	/page
Subcontract Drilling		at cost
Subcontract Traffic Control		at cost
Well installation – supplies		at cost
Subcontract Utility Locates		at cost
Personnel Protective Equipment		at cost
Environmental Hazmat Monitoring		at cost

REIMBURSABLE EXPENSES

Consultant: Livable Cities Studio, Inc.

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") black/white	\$ 0.12 / each
Copies (8 1/2 x 14") black/white	\$ 0.18 / each
Red-line copies	\$ at cost / S.F.
Reproducibles	\$ <u>at cost</u> / page
External Printing/Plots	Billed at Cost

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Merrick & Company

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	Project Management	\$240
Senior Project Manager	Project Management	\$225
Project Manager	Project Management. Will oversee all technical work and review all reported findings.	\$204
Senior Project Engineer	Project Engineering	\$182
Project Engineer	Project Engineering	\$154
Senior Design Engineer	Project Engineering	\$134
Design Engineer	Project Engineering. Will do majority of technical work and hydraulic modeling, as well as the reporting of findings.	\$117
Senior Designer	Project Engineering	\$123
Designer	Project Engineering	\$99
Senior Construction Manager	Field Engineering	\$182
Construction Manager/Construction Administrator	Field Engineering	\$164
Senior Field Engineer	Field Engineering	\$154
Field Engineer/Senior Field Technician	Field Engineering	\$114
Field Engineering Technician	Field Engineering	\$97
CAD Manager	Drafting	\$141
Technician	Drafting	\$97
Clerical	Administration	\$90

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

Consultant: Merrick & Company

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")	\$ / each
Red-line copies	\$ / S.F.
Reproducibles	\$ _____/ page

REIMBURSABLE EXPENSES

Consultant: OV Consulting, LLC

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")	\$ 0.10 / each
Copies (11 x 17")	\$ 1.70 / each
Large format color plotter prints	\$ 5.00 / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB-CONSULTANT TEAM MEMBERS

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.
Principal/Executive Management	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on engineering, planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$201
Project Manager II	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$179
Project Specialist	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$153
Project Engineer/Scientist	Conducts data analysis and input, field data gathering, miscellaneous field services related to engineering, NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.	\$ 127
Staff II Engineer/Scientist	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, scientific data, noise or air measurements.	\$117
Staff I Technician/Project Assistant	Data management and administrative support, maintain field equipment; administrative contract control.	\$94
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$98
Field Technician/Project Assistant	Maintain Field Equipment, Data Management	\$86
Clerical	Word Processing, Clerical	\$67

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.01

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 reproductions, 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

Consultant: Pinyon Environmental, Inc.

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.

Item	RATE	CHARGE RATE
Dual Interface Probe	day	\$70.00
Groundwater level indicator	day	\$30.00
Photoionization Detector / FID or similar	day	\$75.00
Automated Samplers, Monitors, and Data Loggers	day	\$100
PID / FID / multi gas meter (or similar)	day	\$75.00
Groundwater sampling kit	day	\$201.00
Soil Sampling kit	day	\$315.00
Rental Vehicle	day	\$50
Support Vehicle	Day	\$150.00
Copies – B&W / Color	Page	\$0.10
Field Visits (General Projects [e.g., Phase I ESA])	Day	\$40.00
Field Visits (Wetland/Biology)	Day	\$50.00
Soil Logging (During Drilling)	Boring	\$105.00
Monitoring Well Development	Well	\$55.00
Monitoring Well Sampling	Well	\$67.00
Asbestos Sampling Kit (Building Inspections)	Day	\$45.00
Asbestos Air Monitoring Kit	Day	\$110.00
Pass Through Rate – Subcontractor Costs and Management		
All Subcontracted Services	Cost	Cost
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Bonding Rate	2.2%	

REIMBURSABLE EXPENSES

Consultant: RailPros

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

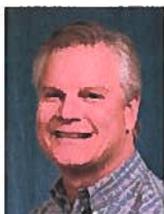
<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.5 / each
Copies (8 1/2 x 14")	\$.5 / each
Red-line copies	\$.75 / S.F.
Reproducibles	\$ <u>1.00</u> / page

KEY PERSONNEL



TSH's team provides the City and County of Denver (City) with experienced leadership, a public involvement team focused on a collaborative approach, innovative engineers and detail-oriented designers to successfully deliver this project. These key personnel will be personally accountable for work completed under this contract.

Leadership



Randal Lapsley, P.E.
Project Manager
Tsiouvaras Simmons Holderness

Randal has 31 years of experience in the design and management of transportation projects throughout the state of Colorado. He has managed the environmental, planning, and design of roadways in urban environments with challenging ROW, public involvement, access and construction phasing issues. Randal has managed the design of numerous multi-modal roadway, sidewalk, and transit projects similar to this project, such as Federal Blvd. - 7th Ave. to Holden Place and 33rd Street/35th Street/Festival Street. He has managed and designed numerous projects for the City and CDOT and understands both processes including CDOT's format requirements. *Randal understands how to build and lead high performance teams to complete projects on time and within budget.*



George N. Tsiouvaras, P.E.
Principal-in-Charge
Tsiouvaras Simmons Holderness

George has 32 years of experience in the transportation industry. His transportation expertise includes environmental processes and planning, preliminary and final design, construction, and management of transportation projects. He has worked on some of the most challenging projects in the state. He balances the different technical project requirements and other considerations including cost implications, with the realities of project implementation. George spent 12 years working in and around Washington St. including elevated I-70 and I-70 East Corridor EIS. *George has provided strategic guidance to successfully deliver previous projects working collaboratively with the City and the TSH team.*



Galina Leiphart, P.E., ENV SP
Collaboration Lead
Tsiouvaras Simmons Holderness

Galina's experience spans 24 years serving Colorado clients in the planning, design and management of transportation projects. Recognizing the challenges of obtaining support for projects, Galina has emphasized public process and collaboration in her previous projects, specifically utilizing her ability to explain engineering concepts in easy to understand simple terminology, to gain support and trust. Her recent experience includes the City of Boulder's Broadway Reconstruction and Pearl Parkway Multi-Way Blvd. both of which included public outreach, adjacent community partnership, and multi-modal improvements. *Galina is committed to listening and collaborating with the City and your stakeholders to deliver an innovative design that is consistent with the initial corridor study and can be constructed within the available budget.*



Kyle Dorrenbacher, P.E.
Engineering Lead/Roadway
Tsiouvaras Simmons Holderness

Kyle has 24 years of experience in the design, construction, and management of transportation projects throughout Colorado. His wide range of urban and multi-modal design experience on similar projects includes at grade and quite zone railroad crossings, bike and pedestrian facilities. He also has experience with raised crosswalks, curb extensions, shared use paths and connections, pedestrian bridges and underpasses, flood walls and low-water crossings, pocket parks and gateways, buffered and parking protected bike lanes, and protected intersections. Kyle has recently lead the roadway design on many projects for the City including Federal Blvd. - 7th Ave. to Holden Place, Northbound University over Cherry Creek, and Asbury Outfall. *Kyle's broad range of experience allows him to generate project specific solutions that develop into successful projects for clients.*



Tab 3 - Key Individual Qualifications

Collaboration



Joy Wasendorf, APR
Public Involvement
Communication Infrastructure Group (CIG)

Joy has 22 years of experience developing and managing public information programs with a focus on transportation and civil engineering projects that impact numerous stakeholder groups. She worked with City staff on community outreach and engagement activities for the Brighton Blvd. improvements from 47th Ave. to Race Court project and the design of the pedestrian bridge over the railroad tracks at 47th Ave. and York St. She also led the public information efforts on the US 6 Bridges Design-Build Project, a \$98 million multiple bridge replacement project in the heart of Denver, and the \$50 million Peoria Grade Separation Design-Build Project that served to better connect the cities of Aurora and Denver near I-70. *Joy will work to educate the public on the purpose and value of this project by managing a public involvement plan that will inform and engage.*



Meredith Wenskoski
Urban Design/Placemaking
Livable Cities Studio

Meredith is an urban designer and landscape architect, with over a 13 years of experience in parks and public space design, corridor design, urban redevelopment and significant public engagement processes. She has worked on public parks, streetscapes, urban design, and parks planning projects focusing on developing responsible and innovative designs that respond to the needs of the place and community. Her recent work includes leading the 13th Avenue Realignment Design and the design and implementation of the streets for the Sun Valley EcoDistrict. Additionally, she has been leading the design oversight for the 39th Avenue Greenway project for the City. *Meredith's work on both planning and implementation allows her to seamlessly transition between a variety of project scales bringing a broader understanding to each one.*



Beth Vogelsang, AICP
Strategic Stakeholder Coordination
OV Consulting

Beth is a transportation and land use planner with over 20 years of experience in land use planning, connectivity planning, and stakeholder/community outreach and consensus building. Beth has worked extensively throughout Colorado and in the Denver metro area addressing synergistic land use densification, multi-modal mobility, healthy communities planning and livable community design. She is currently Project Manager for the Upper Montclair Basin Next Steps Study and the Globeville Stormwater Systems Study; and recently concluded the University and Colorado Stations Mobility Study and the 40th and Colorado Next Steps Study for the City. She is leading mobility and connectivity planning for the City's National Western Center Placemaking team. *Beth's background working with Denver neighborhoods gives her valuable insight in addressing the project area's needs.*



Brian R. Partington
Environmental
Pinyon Environmental

Brian has 18 years of environmental consulting experience. He has managed hundreds of projects and tasks for a variety of public and private sector clients. Brian has led multi-disciplinary teams through the planning, implementation, and completion of the tasks required to ensure that clients' projects meet regulatory requirements, goals, budgets, and schedules. Brian is currently involved with project efforts related to the National Western Center, including the Globeville Landing Outfall, reconstruction of Brighton Blvd., Heron Pond Master Plan, and the 48th Street outfall. *Brian's experience has led to him being skillful at solving complex problems - whether that being identifying strategies to reduce project costs, expediting environmental permitting, or negotiating practical solutions with regulatory agencies.*



Tab 3 - Key Individual Qualifications

Solutions



David Woolfall, P.E., PTOE
Traffic/Phasing
Tsiouvaras Simmons Holderness

David has 29 years of experience in a wide range of traffic engineering and planning projects. David's experience includes transportation planning for both private developers and for public entities, with experience on several of the existing and planned Fastracks transit stations in Denver, Englewood, Louisville, and Littleton. David led traffic analysis and intersection design for the Broadway, Iowa to Wesley project in Denver and for the Federal Blvd. - 7th Ave. to Holden Place projects, both of which included traffic forecasting, turning lane, transit facility accommodation, and parking and access analysis. He performed a similar role on the Pearl Parkway/Transit Village design for the Boulder commuter rail station. *David's approach to traffic analysis goes beyond just counts, he will make several site visits so that he can gain a full understanding of the nuances of the traffic issues, which helps him develop solutions that fit the exact issues at the site.*



Chris Vogelsang, P.E.
Bike/Pedestrian
OV Consulting

Chris is a Traffic Engineer with more than 25 of experience in the transportation field including specific areas of expertise in bicycle and pedestrian facilities planning and design, traffic operational assessment, parking demand estimation and analysis, micro simulation of surface street traffic, and transit operational planning and design. He is a leader in his field and has served as the consultant Project Manager or Design Lead on numerous area projects including the National Western Center Placemaking Project, the City's 2013-2017 Bicycle Facility Design and Implementation Program, and Brighton Boulevard Corridor Preliminary Design and Final Design, among others. *Chris' approach to this project is to bring innovative multi-modal planning, traffic engineering and feasible implementation together in the development of complete streets that will benefit the community.*



Jeb Sloan, P.E.
Drainage/Water Quality
Tsiouvaras Simmons Holderness

Jeb has 15 years of experience in the management, design and construction of both public and private projects for many municipalities and agencies in and around the Denver metro area. He is focused on quality and is well versed in coordinating multi-discipline projects and delivering designs that meet the needs of various stakeholders. His drainage design experience includes large-diameter pipes, storm sewer collection systems, detention ponds, permanent stormwater quality facilities, river modeling, revetment, and scour countermeasures design. Jeb has recently worked with the City on the Quebec Street Multi-modal Improvements project to vet potential water quality issues and develop drainage solutions that address current flooding issues prior to downstream master planned facilities being in place. *Jeb's experience developing innovative water quality solutions will allow him to address the challenges that will be presented with this project.*



Mike Galuzzi, P.E.
River Hydraulics
Merrick & Company

Mike has worked for 37 years in the storm drainage and flood control industry, providing planning, design and construction phase services to local governments, municipalities, and special districts. Mike specializes in the design of major drainageway improvements, open channel hydraulics, storm drainage systems, storm water quality/detention storage facilities, stream stabilization measures, and storm drainage master plans. He is currently working with the City on multiple projects, including the High Street Outfall & 40th Ave. Storm Sewer project and the South Platte River 6th Ave. to 58th Ave. Urban Waterways Restoration Study. *Mike's experience with the corridor studies will help him to design the river hydraulics efficiently for this project. His knowledge will allow the team to effectively design and construct this facility.*



Tab 3 - Key Individual Qualifications

Solutions



Jeff Simmons, P.E.
Bridge Design Lead
Tsiouvaras Simmons Holderness

Jeff has 27 years of experience in the design and construction of bridge projects throughout Colorado. His ability to review and analyze the bridge design for either rehabilitation or reconstruction has been instrumental for CDOT's Staff Bridge for the last 13 years. Jeff's ability to review a project site and provide a solution that best fits the project, is based on his experience, and aids in the analysis and design the structure. He has designed over 15 pedestrian bridges with spans reaching up to 400 ft. Jeff designed the signature pedestrian bridge on I-25/Highland Bridge for the City and the two unique pedestrian bridges over SH 58 at Washington for the City of Golden. Each of these bridges were unique to the site and clients needs. *Jeff's vast bridge experience will provide the team the opportunity to develop a conceptual design for the future bridges on this project. His ability to analyze the specific site to provide a unique concept will benefit the project.*



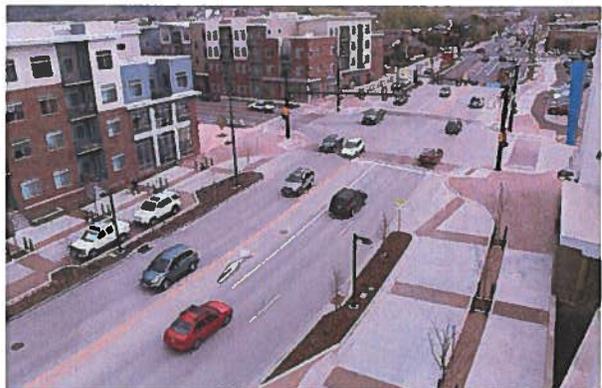
Jacob Ojera, P.E.
Quality Assurance Manager
Tsiouvaras Simmons Holderness

Jacob has 28 years of experience in the design and design quality assurance/quality control of roadway and bridge projects in the greater Metro Denver area for CDOT. While at CDOT, Jacob was the roadway Design Engineer/Project Manager for many of the I-25/I-76/I-270 and US 36 Extension projects in Adams County. As a former CDOT Resident Engineer, Jacob was responsible for the quality of design and plans, specifications, cost estimates and other bid documents for the delivery of major transportation projects such as Phase 1 of the US 36 Managed Lanes project and the 120th Connection project in Broomfield. *Jacob's extensive experience managing projects at CDOT, provides the City with confirmation that the plans and specifications for this project will be in CDOT's format. His thorough knowledge of CDOT and the City's requirements encourage a high-quality product.*



Karen Hankinson, P.E., TE
Railroad Coordination & Design
RailPros

Karen manages a wide variety of grade crossing related projects in multiple states. Her current projects include reviewing interconnected grade crossings for Union Pacific Railroad (UPRR) and BNSF Railway, and lead consultant to UPRR's Crossing Assessment Program system wide. Karen also serves on the National Committee of Uniform Traffic Control Devices and the ITE Grade Crossing Committee. She was a featured speaker on updated Preemption of Traffic Signals Near Railroad Crossings Recommended Practice Guidelines at the ITE National Conference in Toronto in August 2017. Her work in Colorado includes leading the 2011 update to the CDOT Railroad Manual, as well as railroad coordination with BNSF and UPRR for numerous crossings projects. *Karen's experience with the railroad and PUC process will facilitate the approvals of these agreements and the preliminary design, to help the City maneuver through this extensive process.*



“ You have a highly motivated, responsive and dedicated staff that is always looking for unique solutions to problems and providing highly valued support...The City is proud of the achievements realized through our many collaborations and I highly recommend your firm for any transportation project, whether urban/rural, or highway/street. ”

Alex May, P.E.
City of Boulder Project Manager
Boulder Junction Redevelopment



Tab 3 - Key Individual Qualifications

EXPECTED CONTRIBUTIONS OF KEY STAFF



The success of our team is built on the knowledge, experience, and talent of our key professional staff members, who are all committed to providing the City with unmatched client service, continued involvement throughout the project, and ultimately a successful outcome.

<i>Key Personnel</i>			
Key Individual	Project Role	% Expected Availability during Project	% Anticipated Other Workload during Project
Randal Lapsley, P.E.	Project Manager	70%	30%
George N. Tsiouvaras, P.E.	Principal-in-Charge	10%	90%
Galina S. Leiphart, P.E.	Collaboration Lead	60%	40%
Kyle Dorrenbacher, P.E.	Engineering Lead/Roadway	75%	25%
Joy Wasendorf, APR	Public Involvement	25%	75%
Meredith Wenskoski	Urban Design/Placemaking	30%	70%
Beth Vogelsang, AICP	Multi-Modal	35%	65%
Brian R. Partington	Environmental	40%	60%
David Woolfall, P.E., PTOE	Traffic/Phasing	60%	40%
Chris Vogelsang, P.E.	Bike/Pedestrian	40%	60%
Jeb Sloan, P.E.	Drainage/Water Quality	60%	40%
Mike Galuzzi, P.E.	River Hydraulics	10%	90%
Jeff Simmons, P.E.	Bridge Design Lead	60%	40%
Karen Hankinson, P.E., TE	Railroad Coord. & Design	25%	75%
Jacob Ojera, P.E.	Quality Assurance Manager	60%	40%

ORGANIZATIONAL CHART



The organizational chart, included on the following page, identifies key personnel, subconsultant partners, major project functions and illustrates our approach to managing and delivering your Washington Street project. Our structure emphasizes communication and collaboration amongst the team, as well as encouraging personal accountability to confirm deadlines are met and issues are resolved.

We have identified the following key leadership positions to support the management and delivery of the project:

- **Project Manager** – Randal Lapsley will work with the City's Project Manager and Project Management Team to provide the City with a coordinated and responsive team.
- **Collaboration Lead** – Galina Leiphart will facilitate the collaboration between our urban design, planning, environmental and public involvement partners. Her focus will be on encouraging open discussion and confirming that our team is responding to community and stakeholder input.
- **Engineering Lead** – Kyle Dorrenbacher will lead our engineering team to deliver solutions that are innovative and creatively respond to the community's vision and City's budget constraints.
- **Bridge Concept Study Lead** – Jeff Simmons will lead this effort on a parallel path to not distract from the focus on the Washington Street implementation.



EXHIBIT C
INSURANCE ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2019

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 certification does not confer rights to the certificate holder in lieu of such endorsement(s).

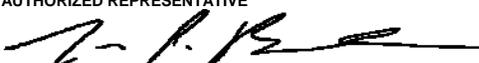
PRODUCER Brown & Brown of Florida, Inc. Building 100, Suite 100 10151 Deerwood Park Blvd Jacksonville, FL 32256 Josh Becksmith	904-565-1952	CONTACT NAME: Lori Duvall PHONE (A/C, No, Ext): 904-565-1952 FAX (A/C, No): 904-565-2440 E-MAIL ADDRESS: lduvall@bbjax.com
	INSURER(S) AFFORDING COVERAGE	
INSURED RS&H, Inc Reynolds, Smith & Hills Inc Tsiouvaras Simmons Holderness, Inc 10748 Deerwood Pk Blvd S Jacksonville, FL 32256	INSURER A: The Travelers Indemnity Co NAIC # 25658	
	INSURER B: Twin City Fire Ins Co 29459	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-9K669157	06/28/2018	06/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	21WBAC3FFF	12/01/2018	12/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project # PWT2018-02 Washington Street Design Contract
As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regards to the Auto Liability policy.

CERTIFICATE HOLDER CITYDE2 City and County of Denver 201 W. Colfax Ave Denver, CO 80202	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 
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