

## FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and WILSON & COMPANY, INC., ENGINEERS AND ARCHITECTS, a Kansas corporation licensed to do business in the State of Colorado, whose address is 4401 Masthead Street NE, Suite 150, Albuquerque, New Mexico, 87109 (the “Consultant”), individually a “Party” and collectively the “Parties.”

### RECITALS:

A. The Parties entered into an Agreement executed on or about January 6, 2021 (the “Original Agreement”) for the performance of certain work as set forth in that Agreement and the exhibits incorporated therein; and

B. Rather than enter into a new contract, the Parties desire to revise certain terms and conditions of the Original Agreement as they previously existed, including, without limitation, supplementing **Exhibit A** to the Original Agreement with the attached **Exhibit A-1** and replacing **Exhibit C** to the Original Agreement with the attached **Exhibit C-1**, and further desire to update certain provisions of the Original Agreement to bring them into conformance with current Denver Revised Municipal Code requirements as provided herein, all for the purpose of business continuity.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2.10 of the Original Agreement entitled “**Compliance with M/WBE Requirements**” is hereby deleted and replaced in its entirety with the following:

**“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 §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 15%.

- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Consultant acknowledges that:
- (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
  - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, 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 of the change by the City.
  - (3) If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
  - (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
  - (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
  - (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
  - (7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999."

2. Section 3.01 of the Original Agreement entitled "**Fee for basic services**" is hereby deleted and replaced in its entirety with the following:

**3.01 Fee for basic services.** The City agrees to pay the Consultant, as full compensation for its basic Services rendered hereunder, a fee not to exceed **THREE MILLION TWO HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$3,231,966.00)**, in accordance with the billing rates and fee proposed 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/her designee, and subject to the Maximum Contract Amount stated in this Section 3."

3. Section 3.02 of the Original Agreement entitled "Reimbursable Expenses" is hereby deleted and replaced in its entirety with the following:

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibit B**, or approved in writing by the City as reasonably related to or necessary for the Consultant's Services, all other expenses shall be included in the Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **TWELVE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$12,777.50)** unless an additional amount is approved by the Director or his/her 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."

4. Section 3.03 of the Original Agreement entitled “Additional Services” is hereby deleted and replaced in its entirety with the following:

“**3.03 Additional Services.** If pre-approved additional services are performed by the Consultant, the City agrees to pay the 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 **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00).**”

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

“(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION THREE HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS AND FIFTY CENTS (\$3,394,743.50)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Consultant’s risk and without authorization under the Agreement.”

6. Section 4.01 of the Original Agreement entitled “Term” is hereby deleted and replaced in its entirety with the following:

“**4.01 Term.** This Agreement will commence upon the date that this Agreement is mutually executed by the Parties, and will expire, unless earlier terminated, on January 5, 2027. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any Services in progress as of the expiration date and the term of the Agreement will extend until the Services are completed or earlier terminated by the Executive Director.”

7. Section 5.04 of the Original Agreement entitled “Consultant’s Records” is hereby deleted and replaced in its entirety with the following:

**“5.04 Consultant’s Records.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Consultant to make disclosures in violation of state or federal privacy laws. The Consultant shall at all times comply with D.R.M.C. 20-276.”

8. Section 5.06 of the Original Agreement entitled “No Discrimination in Employment” is hereby deleted and replaced in its entirety with the following:

**“5.06 No Discrimination in Employment.** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status,

source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

9. Section 5.07 of the Original Agreement entitled “Insurance” is hereby deleted and replaced in its entirety with the following:

“**5.07 Insurance.**

(a) **General Conditions.** The 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. The Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require 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, the 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. The 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.** The Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Consultant certifies that the certificate of insurance attached as **Exhibit C-1**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds.** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Consultant and subconsultant'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, with the exception of Professional Liability, the Consultant's insurer shall waive subrogation rights against the City.

- (e) **Subcontractors and Subconsultants.** The Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
  
- (f) **Workers' Compensation and Employer's Liability Insurance.** The 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.
  
- (g) **Commercial General Liability.** The Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
  
- (h) **Automobile Liability.** The Consultant shall maintain Automobile Liability with minimum 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).** The Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts



except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.”

10. Section 5.19 of the Original Agreement entitled “No Employment of Illegal Aliens to Perform Work Under the Agreement” shall be deleted in its entirety and replaced with the following:

**“5.19 [Reserved]”**

11. **Exhibit A** of the Original Agreement shall be supplemented by **Exhibit A-1**, which is attached hereto and incorporated herein by reference. All references to **Exhibit A** in the Original Agreement shall be amended to also refer to **Exhibit A-1** as well.

12. **Exhibit C** of the Original Agreement shall be replaced in its entirety by **Exhibit C-1**, which is attached hereto and incorporated herein by reference. All references to **Exhibit C** in the Original Agreement shall be amended to refer to **Exhibit C-1** instead.

13. Except as herein amended, the Original Agreement continues in effect, and is affirmed and ratified in each and every particular.

14. This First Amendment to Engineering Services Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver and, if required by City Charter, approved by the City Council.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** DOTI-202371379-01[202056933-01]  
**Contractor Name:** WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202371379-01[202056933-01]  
WILSON & COMPANY, INC., ENGINEERS &  
ARCHITECTS

By: DocuSigned by:  
*Steve Salazar*  
0B68D838A59B4E9... \_\_\_\_\_

Name: Steve Salazar  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Exhibit A-1**  
**Scope of Work**



1675 Broadway, Suite 200  
Denver, CO 80202  
303 297 2976 p  
303 297 2693 f  
wilsonco.com

October 17, 2023

Subject: 48<sup>th</sup> Avenue Storm - Globeville – Change Order No. 1 Scope of Work

The 48<sup>th</sup> Avenue Storm – Globeville project is currently under contract for design services. The current scope is for the design of a single project phase through final design and does not include construction related services. The following change order scope of services includes design revision items for the project along with restructuring the project to include three design and construction phases, additional coordination and project management, and limited construction phase services for an extended project duration. The project footprint for these final design and construction phase services is from the west side of Washington Street to the South Platte River.

Scope of Work:

## **1 Project Management, Meetings & Coordination**

- 1.1 Project Team Coordination – Bi-Weekly Project Management Team (PMT) status meetings are planned for one-hour virtual meetings for a 25-month duration. Project extended duration is anticipated to be 25 months from December 1, 2022 to January 1, 2025. Consultant will work with the CCD Project Manager to prepare an agenda and distribute prior to the meetings including schedule, utility relocation, and other updates of the project status. Consultant will prepare minutes within two business days following each meeting. Assume 1 hour to prepare agenda and minutes for each meeting. Planned for Consultant PM plus one other Consultant staff to attend each meeting. Sub consultants will be included in these as needed depending on the stage of the work.
- 1.2 Monthly Progress Reports & Invoices – Consultant will prepare a progress report to accompany the invoice for each billing period. Assume one hour to prepare progress report and invoice per billing period (4-week billing period). Assume 37-month duration from December 1, 2022 to January 1, 2026 (40 billing periods).
- 1.3 Consultant Team Coordination Meetings – Meetings to be held approximately bi-weekly and will include all consultant team consultants needed depending on stage of project. Assume one-hour meeting with Consultant design team bi-weekly with additional time for meeting prep and documentation. These meetings are focused on the design phase of the project assuming an average of bi-weekly meetings over a 30-month duration from February 1, 2022 to August 1, 2024.
- 1.4 Project Management – Project duties for contracting and management of the prime and sub-consultant contracts. Assumed 2 hours per billing period from December 1, 2022 to January 1, 2026 (40 billing periods).
- 1.5 Adjacent Project Coordination – Project design, phasing, and construction planning coordination with several other City projects that are in the Globeville area. Two different phasing and coordination meetings are anticipated. Duration assumed to be 12 months for each. Consultant shall coordinate as necessary with the other project teams as needed. Effort is assumed to be a total of 6 hours each month for the duration of the project design.

## **2 Additional Design Services**

The Final Design Phase for the project includes the area from the west side of Washington Street to the South Platte River. Due to overall project impacts in the area, a phasing plan has been developed to include portions of the project with each of the adjacent Washington Street and Levee projects while also providing a separate Greenway project package. The following items are included in this scope to create two additional design packages separate from the originally scoped final design package.

- 2.1 Dividing Final Design into Three Project Design Packages – 90% & 100% Design Plans, Quantities, & Cost Estimate
  - 2.1.1 Consultant shall provide separate design packages for the Outfall, Greenway, and Washington Street portions of the box culvert project for construction with designated project segments. Project deliverables for the 90% and 100% submittals will be provided for DOTI review for each of these segments and milestones.
  - 2.1.2 Quality Control – Consultant shall perform a quality control review of the submittals prior to submitting in accordance with the Quality Management Plan
  - 2.1.3 ERA Review Meeting and Comment Resolution
  - 2.1.4 Consultant shall compile the comments received from ERA review into a comment resolution form and work to resolve/respond to the comments.
  - 2.1.5 Consultant shall update the design based on the comments and resolutions.
- 2.2 Additional Structural Design for Outfall Transition Structure at Metro Sewer – Consultant shall provide additional structural design support for storm system and corridor components associated with the transition structure for levee closure and transition under the Metro sanitary sewer interceptor adjacent to the levee/river. The size, complexity, and coordination efforts to address Metro design concerns are anticipated to take significantly more structural design effort than originally assumed for the project. The interaction of this area with the outfall to the river and the adjacent bridge abutment components will also be coordinated from a structural design perspective. The levee closure structure will be designed to meet all requirements of 44 CFR 65.10 and will be coordinated with the Globeville Levee design team.
- 2.3 Traffic and Parking Analysis with Geotechnical Pavement Design Update – See attached detailed scope provided by OV Consulting (Traffic and Parking Analysis) and Geocal (Revised Pavement Design).
- 2.4 ALTA Surveys/Property Staking/Title Commitments for Land Acquisition – Consultant will provide ALTA surveys to support property acquisition requirements. CCD survey group will review ALTAs and legal descriptions and provide comment. Consultant will update ALTA surveys in coordination with CCD survey and real estate departments. HC Peck will provide additional title commitments to support property acquisition process. Original contract included an assumed fee for title commitments, but additional title commitments are anticipated and accounted for in revised fee. See attached HC Peck scope and fee for additional information.
- 2.5 Story Staking Utility Support and Traffic Control – Consultant shall provide story staking utility locating support and traffic control for City survey crew for story staking markings on Washington Street.
- 2.6 Levee Utility Test Hole Support – Consultant shall provide coordination and exhibits to support permitting for access for additional utility test holes along the levee. Consultant will provide staff for field observation, documentation, and survey data collection of test hole and utility locations and data each day after test holes are completed.

- 2.7 Construction Activity Stormwater Discharge Permit (CASDP) – Consultant shall prepare a report and application to support the CASDP process for DOTI to obtain a permit for the Greenway project prior to bid advertisement. The CASDP permit will be transferred to the contractor once the project is awarded. The CASDP for the Outfall portion of the project is anticipated to be included with the Levee project and is not included in this scope.
- 2.8 NEPA Environmental Permitting Initial Steps – Consultant shall perform preliminary environmental scoping for the 48<sup>th</sup> Avenue Greenway and Bettie Cram Drive Bridge projects. This will include desktop reviews of biological resources, wetlands/waters of the US, cultural resources, air quality, noise impacts, environmental justice, and hazardous materials. This scope includes one site visit by project team members to identify resources that may have been overlooked in the desktop review. A single scoping report will be prepared outlining the environmental resources found in the desktop review and recommending a class of action under the National Environmental Policy Act (NEPA), depending on whether the proposed project has the potential for significant impacts to environmental resources.

This scope does not include intensive, pedestrian surveys of the project area for biological and cultural resources, a full wetland delineation of the section of the South Platte River within the project area, quantitative analysis of noise and air quality impacts, preparation of a hazardous materials Initial Site Assessment, or preparation of any level of NEPA document. Further development of required NEPA documentation will be authorized by a future change order (if necessary).

### **3 Construction Phase Support**

- 3.1 Bidding Support & Limited Construction Phase Services – Consultant shall provide construction support services on an as-needed basis during the construction phase of the project. It is anticipated that construction phase services will include assisting the City with responding to requests for information (RFIs) from the project contractor, occasional site visits, limited construction observation of critical work tasks, utility coordination, and public involvement for the construction projects. It is assumed that the construction phase for the three project phases will have a total duration of 18 months. See attached NHN and Goodbee scopes for additional information regarding communication and public outreach and utility coordination during construction.
- 3.2 As-built Record Drawings – Consultant shall develop as-built record drawings for each phase of the project. The as-built drawings will be based on markups of the design plans provided by the Contractor and City Construction manager. The production of the as-built drawings is anticipated to occur with the use of a pdf editor tool rather than duplication of the CAD design plan sheets. This scope includes the coordination and pdf editing to generate as-built drawings based on markups provided and does not include field survey of the constructed features.

### **4 Additional Services**

- 4.1 Additional Services (if necessary) – Consultant shall provide additional services as necessary for unknown design requirements for the project. Authorization for this item shall only be through written pre-approval by the City Project Manager.

### 48th Avenue Storm - Globeville Change Order No. 1 - Fee Estimate 10/17/2023

Task ID	Phase and Task Description	Estimated Work hours												Subconsultants											Task Cost						
		Engineer/ Technical Specialist XXII	Engineer/ Technical Specialist XX	Engineer/ Technical Specialist XVI	Engineer/ Technical Specialist XV	Engineer/ Technical Specialist XI	Engineer/ Technical Specialist VII	Engineer/ Technical Specialist VI	Engineer/ Technical Specialist IV	Engineer/ Technical Specialist XVII	Engineer/ Technical Specialist XII	Engineer/ Technical Specialist II	Engineer/ Technical Specialist X	67.1%	0.0%	0.0%	0.5%	4.0%	3.0%	6.4%	0.0%	18.0%	0.0%	0.0%		0.9%					
		Principal I/ Contract Manager	QC Manager/Project Manager II	Project Manager/ Senior Engineer I	Project Manager/ Senior Engineer I	Engineer II	Senior CADD Technician	GIS	Biological Specialist	Survey Manager	Professional Surveyor	Instrument Person	Survey CADD/ Mapper	Wilson & Company Summary	Keystone - Lidar/Aerial Imagery	ICON - Engineering Services	Geocal - Geotechnical Services (MWBE)	OV - Planning & Stakeholder Coord. (MWBE)	NHN Consulting - Public Outreach (MWBE)	Goodbee & Associates - SUE/Polishing (MWBE)	Pinyon Environmental- Environmental Services (MWBE)	Valarian - Landscape Architecture (MWBE)	Great Ecology - Soils & Ecology Services (MWBE)	Lithos Engineering - Tunneling Services		H.C. Peck - Property Acquisition Services					
		\$270	\$250	\$210	\$200	\$160	\$120	\$110	\$90	\$230	\$170	\$70	\$150	\$600,100	\$0	\$0	\$4,560	\$36,210	\$27,160	\$57,590	\$0	\$161,358	\$0	\$0	\$7,875						
<b>1 Project Management, Meetings &amp; Coordination</b>																															
1.1	Project Team Coordination	10			100	100								\$38,700				\$ 14,270		\$ 8,280		\$ 26,335			\$87,585						
1.2	Monthly Progress Reports & Invoices				40									\$8,000											\$8,000						
1.3	Consultant Team Coordination Meetings	6			60	60								\$23,220											\$23,220						
1.4	Project Management	8			80									\$18,160											\$18,160						
1.5	Adjacent Project Coordination	8			72	72								\$28,080											\$28,080						
	<b>Sub-Totals</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>352</b>	<b>232</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$116,160</b>																	
	<b>Sub-Rate Total</b>	<b>\$8,640</b>	<b>\$0</b>	<b>\$0</b>	<b>\$70,400</b>	<b>\$37,120</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$116,160</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,270</b>	<b>\$0</b>	<b>\$8,280</b>	<b>\$0</b>	<b>\$26,335</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>						
<b>Phase 1 Labor and Sub-Contractor Fee</b>																										<b>\$165,045</b>					
<b>2 Additional Design Services</b>																															
2.1	Dividing Phase 1 into Three Project Design Packages	20	40		160	240	360							\$129,000					\$ 28,570		\$ 53,043				\$210,613						
2.2	Additional Structural Design for Outfall Transition Structure at Metro Sewer	110		82		150	110							\$84,120											\$84,120						
2.3	Traffic and Parking Analysis with Geotechnical Pavement Design Update													\$0		\$ 4,560	\$ 6,140								\$10,700						
2.4	ALTA Surveys/Property Staking/Title Commitments for Land Acquisition										80	180		\$40,600										\$ 7,875	\$48,475						
2.5	Story Staking Utility Support and Traffic Control											16		\$2,400					\$ 2,500						\$4,900						
2.6	Levee Utility Test Hole Support				6	12						24		\$6,720											\$6,720						
2.7	Construction Activity Stormwater Discharge Permit (CASDP)				20	40								\$10,400											\$10,400						
2.8	NEPA Environmental Permitting Initial Steps				80			80	100					\$33,800											\$33,800						
	<b>Sub-Totals</b>	<b>130</b>	<b>40</b>	<b>82</b>	<b>266</b>	<b>442</b>	<b>470</b>	<b>80</b>	<b>100</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>220</b>	<b>\$307,040</b>											<b>\$0</b>						
	<b>Sub-Rate Total</b>	<b>\$35,100</b>	<b>\$10,000</b>	<b>\$17,220</b>	<b>\$53,200</b>	<b>\$70,720</b>	<b>\$56,400</b>	<b>\$8,800</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$13,600</b>	<b>\$0</b>	<b>\$33,000</b>	<b>\$307,040</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,560</b>	<b>\$6,140</b>	<b>\$0</b>	<b>\$31,070</b>	<b>\$0</b>	<b>\$53,043</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,875</b>						
<b>Phase 5 Labor and Sub-Contractor Fee</b>																										<b>\$409,728</b>					
<b>3 Construction Phase Support</b>																															
3.1	Bidding Support & Limited Construction Phase Services				180	360								\$93,600				\$ 15,800	\$ 27,160	\$ 18,240		\$ 69,430			\$224,230						
3.2	As-built Record Drawings				20	40	60							\$17,600								\$ 12,550			\$30,150						
														\$0											\$0						
														\$0											\$0						
														\$0											\$0						
														\$0											\$0						
														\$0											\$0						
	<b>Sub-Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>400</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$111,200</b>											<b>\$0</b>						
	<b>Sub-Rate Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$64,000</b>	<b>\$7,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$111,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,800</b>	<b>\$27,160</b>	<b>\$18,240</b>	<b>\$0</b>	<b>\$81,980</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>						
<b>Phase 5 Labor and Sub-Contractor Fee</b>																										<b>\$254,380</b>					
<b>4 Additional Services (if necessary)</b>																															
4.1	Additional Services (If necessary by written permission from City PM)			100	100	150								\$65,000											\$65,000						
	<b>Sub-Totals</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>100</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$65,000</b>											<b>\$0</b>						
	<b>Sub-Rate Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,000</b>	<b>\$20,000</b>	<b>\$24,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>						
<b>Phase 7 - Additional Services Labor and Sub-Contractor Fee</b>																										<b>\$65,000</b>					
<b>Other Direct Costs</b>																															
<b>Item</b>													<b>Unit</b>						<b>Quantity</b>						<b>Unit Rate</b>						<b>Item Cost</b>
Public Meeting Facility Rental (4 hour) with Equipment and Refreshments (if needed)													Each												\$1,000.00						\$0.00
Flyers/Public Outreach Materials													LS												\$1,000.00						\$0.00
Vehicle Mileage													Mile						350						\$0.570						\$199.50
Survey GPS Unit Rate													Each Day						4						\$125.00						\$500.00
Misc. Survey Supplies (caps, stakes, paint, etc.)													LS												\$350.00						\$0.00
Denver Water Review Fees													LS												\$5,000.00						\$0.00
<b>Other Direct Costs Total</b>																										<b>\$699.50</b>					
<b>Proposed Wilson &amp; Company Total Fee</b>																										<b>\$600,099.50</b>					
<b>Proposed Subconsultant Total Fee</b>																										<b>\$294,753.00</b>					
<b>Proposed Total Fee</b>																										<b>\$894,852.50</b>					



# Agreement for Professional Services

October 12, 2023

Project: 48th Avenue Outfall - CO #1 Add Services

Client: **Wilson & Company, Inc**  
**Attn: Jeffrey Holste**  
1675 Broadway #200, Denver, CO 80202

Dear Mr. Holste,

We are pleased to submit this proposal for professional services in connection with Wilson & Company (the “Client”) for the 48<sup>th</sup> Avenue Outfall project. We greatly appreciate the opportunity and consideration that allows us to work with you. This proposal is being prepared using our best understanding of the additional services project scope based on information provided via emails and a meeting with Wilson & Company on 10/4/23. Our fees are based upon the amount of Landscape Architectural, Graphic, and Irrigation Design services necessary to satisfactorily complete the work as initially requested. If additional information, studies, jurisdiction requirements, submittal elements, or specialized sub-consultant services be required, it may be necessary to revisit this agreement and adjust the fees to the revised scope of professional services necessary to complete the project.

## Scope of Services

Valerian llc. (Valerian) shall provide Landscape Architectural, Graphic and Irrigation design consulting services associated with the 48<sup>th</sup> Avenue Outfall project. The listed services are in addition to the Tasks 1-10 listed in the base contract. Based on information provided to Valerian the additional scope includes:

- February Overage: CAG Public Meeting
- July Overage: Washington Area CAG Public Meeting/RAISE Grant Coordination
- VEMP Coordination/Specifications
- Two (2) Public Meetings with Graphic Presentation Boards
- 90%, 100% and Final Outfall Packages including Meetings & Coordination
- Outfall Construction Period Services including Record Drawings
- Greenway Construction Period Services including Record Drawings

Changes to the limits of improvements or project schedule shall be considered a change of scope and may result in additional fees. Valerian will complete the following specific work tasks and deliverables. Valerian will endeavor to design in compliance with laws, codes and ordinances in effect at the time of signing of the contract.



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# Agreement for Professional Services

October 12, 2023

## 1. Task 11: Project Coordination

Valerian shall provide coordination with Wilson & Company, the design team and the following:

- Coordination with Pinyon
- Coordination with VEMP
- Valerian to take the lead on coordination with Denver Forestry
- Coordination with DPR Project Manager
- Coordination with Wilson/Design Team
- Coordination on Mobility Plans
- Coordination with Bettie Cram Bridge consultants
- Coordination with structural
- Coordination with electrical for site lighting

## 2. Task 12: Meetings

Valerian shall attend, prepare for the following project meetings:

- Attend virtual internal bi-weekly design team meetings (30 meetings)
- Attend key meetings with the Client (5 meetings)
- Attend site design meetings (4)

## 3. Task 13: Communication Plan & Public Outreach

Valerian shall provide the client with graphics for public presentation. Valerian to coordinate with the team and to include any translation.

- Attendance at two (2) Public Meetings
- Provide high quality presentation graphics related to the Greenway and Outfall. Valerian to provide up to four (4) 24 x 36 graphic boards for each meeting.
- Presentation material preparation

## 4. Task 14: Overages

- February 2023: Valerian provided boards and attended a CAG Meeting
- July 2023: Valerian provided coordination for the RAISE Grant and provided boards and attended Washington Area CAG Meeting

## 5. Task 15: 90% Outfall Plans

Prepare 90% Final Drawings & Specifications - Landscape & Irrigation

- Revisions based on comments from 60% submittal as required.
- 60% ERA comment responses
- 90% Specifications to include:



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# Agreement for Professional Services

October 12, 2023

- Tree Retention & Protection
- Site Furnishings
- Irrigation System
- Automatic Irrigation Controller
- Native Seeding (modified by Pinyon)
- Soil Preparation (modified by Pinyon)
- Trees Plant & Groundcovers
- Concrete Walks, Curbs and Miscellaneous
- Crushed Stone Paving
- Interdisciplinary Review.
- Internal & External QA/QC process as required.
- Estimated Drawing sheets to include:
  - Layout Plans (site furnishings, signs, feature boulders)
  - Landscape Plans
  - Plant Schedule and Notes
  - Landscape Planting Details
  - Irrigation Legend & Notes
  - Irrigation Plan
  - Irrigation Details
- Cost estimate:
  - Provide quantities and opinion of probable costs for landscape and irrigation items shown in the 90% drawings

## 6. Task 16: 100% & Final Outfall Plans

Prepare 100% & Final Drawings & Specifications - Landscape & Irrigation

- Revisions based on comments from 90% submittal as required.
- 90% ERA comment responses
- 90% DPR QAQC comment responses
- 100%/Final Specifications to include:
  - Tree Retention & Protection
  - Site Furnishings
  - Irrigation System
  - Automatic Irrigation Controller
  - Native Seeding (modified by Pinyon)



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# Agreement for Professional Services

October 12, 2023

- Soil Preparation (modified by Pinyon)
- Trees Plant & Groundcovers
- Concrete Walks, Curbs and Miscellaneous
- Crushed Stone Paving
- Interdisciplinary Review.
- Internal & External QA/QC process as required.
- Drawing sheets to include:
  - Layout Plans (site furnishings, signs, feature boulders)
  - Landscape Plans
  - Plant Schedule and Notes
  - Landscape Planting Details
  - Irrigation Legend & Notes
  - Irrigation Plan
  - Irrigation Details
- Cost estimate:
  - Provide quantities and opinion of probable costs for landscape and irrigation items shown in the 100% & Final drawings

## 7. Task 17: Greenway Construction Period Services

The scope limits for construction include the east side of Washington Street at 48<sup>th</sup> Avenue to the levee at the South Platte River. Valerian llc. (Valerian) shall provide the following construction & bidding services:

- **Bidding Services:**
  - Valerian will provide bidding services to address any questions or addendum information related to landscape or irrigation.
- **Submittals/RFI's/Shop Drawings/RFP's:**
  - Valerian will provide RFI & Submittal responses throughout the duration of construction related to landscape and irrigation services.
- **Nursery Visits:**
  - Valerian to provide two (2) nursery visits to inspect selected plant materials for the project.
  - Valerian to provide field notes related to the nursery site visits.
- **Site Visits:**
  - Valerian to attend up to twenty (20) site visits and will provide any field notes related to irrigation, site furnishings, planting inspections, landscape and boulder placement related to the greenway.



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# Agreement for Professional Services

October 12, 2023

- **Project Meetings:**
  - Attend Pre-Bid Meeting
  - Attend Pre-Construction Meeting
  - Attend weekly meetings regularly once construction shifts from infrastructure to landscape (assume four month duration)
- **Project Coordination:**
  - Valerian to coordinate with Wilson & Company, Pinyon, OV Consulting, DOTI, Denver Parks & Recreation, VEMP and Denver Water.
- **Substantial Completion Punch List Inspection:** – (1 Site Visit anticipated)
  - Irrigation Pressure and Coverage Test
  - Landscape and hardscape placement and quality inspection
  - Meeting notes related to irrigation and landscape
- **Substantial Completion Follow Up Punch List Inspection:** – (1 Site Visit anticipated)
  - Irrigation controller certification
  - Landscape and hardscape placement and quality inspection
  - Meeting notes related to irrigation and landscape
- **Warranty Walk (1 Year after Substantial Completion):** – (1 Site Visit anticipated)
  - Irrigation Review
  - Landscape and hardscape review
  - Meeting notes related to irrigation and landscape

## 8. Task 18: Outfall Construction Period Services

The scope limits for construction include the east side of the levee to the outfall at the South Platte River. Valerian llc. (Valerian) shall provide the following construction & bidding services:

- **Bidding Services:**
  - Valerian will provide bidding services to address any questions or addendum information related to landscape or irrigation.
- **Submittals/RFI's/Shop Drawings/RFP's:**
  - Valerian will provide RFI & Submittal responses throughout the duration of construction related to landscape and irrigation services.
- **Nursery Visits:**
  - Valerian to provide one (1) nursery visit to inspect selected plant materials for the project.
  - Valerian to provide field notes related to the nursery site visits.



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# Agreement for Professional Services

October 12, 2023

- **Site Visits:**
  - Valerian to attend up to ten (10) site visits and will provide any field notes related to irrigation, site furnishings, planting inspections, landscape and boulder placement related to the outfall.
- **Project Meetings:**
  - Attend Pre-Bid Meeting
  - Attend Pre-Construction Meeting
  - Attend eight (10) OAC meetings as needed
- **Project Coordination:**
  - Valerian to coordinate with Wilson & Company, Pinyon, OV Consulting, DOTI, VEMP, Denver Parks & Recreation, and Denver Water.
- **Substantial Completion Punch List Inspection:** – (1 Site Visit anticipated)
  - Irrigation Pressure and Coverage Test
  - Landscape and hardscape placement and quality inspection
  - Meeting notes related to irrigation and landscape
- **Substantial Completion Follow Up Punch List Inspection:** – (1 Site Visit anticipated)
  - Irrigation controller certification
  - Landscape and hardscape placement and quality inspection
  - Meeting notes related to irrigation and landscape
- **Warranty Walk (1 Year after Substantial Completion):** – (1 Site Visit anticipated)
  - Irrigation Review
  - Landscape and hardscape review
  - Meeting notes related to irrigation and landscape

## 9. Task 19: Phase 1 As Built Drawings Greenway

Valerian to provide review of the contractors initial as built drawings and then provide final as built drawings related to irrigation and landscape. This phase also includes O&M Coordination related to landscape and irrigation. Valerian to prepare an O&M matrix related to landscape and irrigations.

## 10. Task 20: Phase 1 As Built Drawings Outfall

Valerian to provide review of the contractors initial as built drawings and then provide final as built drawings related to irrigation and landscape. Valerian will not provide as built drawings related to the outfall. This phase also includes O&M Coordination related to landscape and irrigation. Valerian to prepare an O&M matrix related to landscape and irrigations.



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# Agreement for Professional Services

October 12, 2023

## Additional Services and Change Orders

After authorization to proceed is received any changes to the project scope, including tasks, deliverables and/or site plan modifications requested/required by the Client, Project Lead or municipality may constitute a change in the fees required for the project. Additional graphics, meetings, inspections, approvals, affidavits and coordination above and beyond what is outlined above may also be considered a change order. All change orders will be submitted to the Client, in writing, for review. Signed approval must be received prior to commencing any work.

## Project Assumptions

- All submittals including construction submittals will be digital pdf's
- Valerian to provide all graphic presentation material to Wilson & Company for printing/mounting for the two (2) public meetings
- ER and DPR comments will be provided at 90%, 100%
- DPR to provide QA/QC review at 90%
- Valerian to provide seed mixes on plans and specs that are provided by Pinyon
- Valerian to provide demolition information to Wilson for incorporation into demo plans
- Valerian to provide tree protection information to Wilson for incorporation into demo plans
- Valerian to adhere to DPR specifications and requirements related to irrigation and landscape for the Outfall.
- If the schedule is extended due to reasons out of our control, the fee will be subject to renegotiation.
- DOTI and Wilson & Company will run the bidding process. Valerian will participate and answer questions as required.
- Specifications will be provided for the 90% & 100%, Final Submittals only.
- Wilson & Company to provide the tap utility drawings and Denver Water coordination.
- Wilson & Company to lead coordination Xcel and electrical design services need for lighting and providing electrical to the irrigation controller(s).
- Valerian shall lead coordination with Pinyon
- Valerian to collaborate on retaining wall design and handrail selection. Engineer to provide drawings.
- Valerian to collaborate on grading and Wilson & Company will provide final deliverables for the following:
  - Site grading
  - Outfall
  - Green Infrastructure treatments



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# Agreement for Professional Services

October 12, 2023

## Specific Exclusions to Scope of Services

Fees depicted are to complete the entire project as described. Items not specifically included are excluded from this proposal. Additionally, Valerian has not anticipated or included the following:

- A. Surveys, base maps, verification and certification of existing utilities or analysis of existing vegetation. All utility information shall be provided by the Client in the form of an ALTA survey or similar device depicting utility types, locations and associated easements.
- B. Tree Survey Assessment or arborist services.
- C. Formal coordination with or submittals to local agencies including application fees associated with processing. All deliverables will be provided to the Client or Clients Representative for submittal to jurisdictions as required.
- D. Project scheduling.
- E. Interpretive/Signage design services.
- F. Verification and certification of existing utilities. All utility information shall be provided by others.
- G. Any planning or landscape requirements to mitigate hazardous materials.
- H. Any planning or landscape requirements to mitigate/adjust flood plain and/or wetlands.
- I. Additional municipal or construction submittals and addenda or required submittal documents/deliverables other than what has been specifically outlined in the tasks above.
- J. LEED Documents/Coordination.
- K. Irrigation Tap/Utility Drawings.
- L. Seed Mix Selection and design & specifications
- M. Soil testing & recommendations
- N. Soil amendment recommendations & specification
- O. Topsoil specification
- P. Import/Fill quantities & pricing related to import/fill
- Q. Determination of Static Pressure at Point of Connections.
- R. Any connection to, adaption of, or expansion of existing irrigation systems.
- S. Retaining wall design/structural design.
- T. Recommended start up, establishment, and post establishment irrigation watering schedule.
- U. Site satellite controller communication testing.
- V. Captured or use of on-site water for irrigation purposes.
- W. Pump design and specification.
- X. Micro station and Revit conversion of project drawings.
- Y. Finish grading including detailed grading plans. All grading and topographic information shall be provided by other consultants.



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# Agreement for Professional Services

October 12, 2023

- Z. Additional municipal, bidding, construction submittals, addenda, Record Drawings, As-Built Drawings or required submittal documents/deliverables other than what has been specifically outlined in the tasks above including product submittal reviews.
- AA. Development of Design Guidelines.
- BB. Neighborhood meeting site postings and mailings.
- CC. Presentation graphics, renderings or PowerPoint presentations beyond those specifically outlined.
- DD. Concurrent or phased submittals.

## Limitation of Liability

In recognition of the relative risks and benefits of the project to both the client and Valerian, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Valerian and our sub-consultants to the Client and to all construction contractors and subcontractors on the project for any claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Valerian and our sub-consultants to all those names shall not exceed our design fee for services rendered on this project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability breach of contract or warranty.

## Ownership and Copyright of Documents

All drawings and documents produced under terms of this agreement are the property of Valerian, and cannot be used for any reason other than to bid and construct the above named project. The client has the right to use the drawings and documents for the purpose of constructing, maintaining, and operating the project. The client shall indemnify and defend Valerian from any claims, loss or damage arising out of client's failure to abide by these terms.

## Publicity

Valerian has the right to photograph the above named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing or educational materials.

## Contract Validity

This contract is valid only if signed within 30 days of origination, unless formally extended by both parties.



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# Agreement for Professional Services

October 12, 2023

## 48<sup>th</sup> Avenue Outfall / #20-040

### Fee Schedule

#### Fee Summary

Valerian llc. shall provide professional services on a lump sum basis as outlined below.

1. Task 11: Project Coordination-Outfall & VEMP	\$ 17,760.00
2. Task 12: Meetings	\$ 8,575.00
3. Task 13: Public Presentations	\$ 11,620.00
4. Task 14: 2023 Overages	\$ 4,623.00
5. Task 15: 90% Outfall Plans	\$ 19,700.00
6. Task 16: 100% & Final Outfall Plans	\$ 17,100.00
7. Task 17: Greenway Construction Period Services	\$ 41,050.00
8. Task 18: Outfall Construction Period Services	\$ 26,780.00
9. Task 19: Greenway Record Drawings	\$ 7,530.00
10. Task 20: Outfall Record Drawings	\$ 5,020.00
11. <u>Direct Expenses (not to exceed)</u>	<u>\$ 1,600.00</u>

**Proposal Total: \$161,358.00**

The hourly rates used in the preparation of the fee schedule are as follows:

Principal: \$150.00	Irrigation Designer: \$100.00
Project Manager: \$115.00	Project Designer: \$85.00

All direct costs including but not limited to printing, reprographic and photographic reproduction of drawings, postage, delivery services, mileage and out-of-pocket expenses incurred in connection with this project shall be considered reimbursable expenses and shall be invoiced at cost.



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# Agreement for Professional Services

October 12, 2023

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I hereby authorize Valerian llc. to proceed with the Scope of Services as defined above for the Project, at a lump sum amount of **\$161,358.00** including direct reimbursable expenses. Please return one (1) signed copy of this Agreement for Professional Services to Valerian llc. for our records.

Agreed on this \_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

Organization: \_\_\_\_\_

\_\_\_\_\_  
On Behalf of Valerian llc - Signature



VALERIAN

**Project Name: 48th Ave Storm - Globeville**

Project Number: 20-040

Date: 10/12/2023

Client: Wilson &amp; Company

Jurisdiction: CCD/DOTI

**Proposed Scope and Fees**

Project Role/Area of Expertise	Project Manager	Irrigation Designer	Project Designer	Principal
Staff Name(s)	PM	ID	PD	CK
Hourly Rate	\$ 115.00	\$ 100.00	\$ 85.00	\$ 150.00

**Task 11: Project Coordination - Outfall & VEMP**

		PM	ID	PD	CK	Hours	Labor
1	Coordination with Pinyon	8		8		16	\$1,600
2	Valerian to take the lead on coordination with VEMP	16	8	16		40	\$4,000
3	Valerian to take the lead on coordination with Denver Forestry	8		4		12	\$1,260
4	Coordination with DPR Project Manager	8				8	\$920
5	Overall Project Coordination with Wilson/Design Team	24		4		28	\$3,100
6	Coordination on Mobility Plans	12				12	\$1,380
7	Coordination with Bettie Cram Bridge consultants	8				8	\$920
8	Coordination with structural	16		8		24	\$2,520
9	Coordination with electrical regarding site lighting	12		8		20	\$2,060
	<b>Total Hours for Task 11</b>	112.0	8.0	48.0	0.0	168	
	<b>Total Fee for Task 11</b>	\$12,880	\$800	\$4,080	\$0		<b>\$17,760</b>
Estimated Expenses							\$0

**Task 12: Meetings**

		PM	ID	PD	CK	Hours	Labor
1	Attendance at internal biweekly design team meetings (30 Meetings)	30	4	30		64	\$6,400
2	Attendance at key meetings with the Client (5 Meetings)	5				5	\$575
3	Attendance at site meetings (4)	8		8		16	\$1,600
	<b>Total Hours for Task 12</b>	43.0	4.0	38.0	0.0	85	
	<b>Total Fee for Task 12</b>	\$4,945	\$400	\$3,230	\$0		<b>\$8,575</b>
Estimated Expenses							\$150

**Task 13: Public Presentations**

		PM	ID	PD	CK	Hours	Labor
1	Attendance at two (2) Public Meetings	4		4		8	\$800
2	Preparation of presentation plan graphics related to the Greenway and Outfall	16		60		76	\$6,940
3	Coordination related to graphic presentation materials	16		24		40	\$3,880
	<b>Total Hours for Task 13</b>	36.0	0.0	88.0	0.0	124	
	<b>Total Fee for Task 13</b>	\$4,140	\$0	\$7,480	\$0		<b>\$11,620</b>
Estimated Expenses							\$600

**Task 14 - 2023 Overages**

		PM	ID	PD	CK	Hours	Labor
1	February 2023 Overage - CAG Mtg					0	\$3,950
2	July 2023 Overage - CAG Mtg					0	\$673
	<b>Total Hours for Task 14</b>	0.0	0.0	0.0	0.0	0	
	<b>Total Fee for Task 14</b>	\$0	\$0	\$0	\$0		<b>\$4,623</b>
Expenses							\$200

**Task 15 - 90% Outfall Plans**

		PM	ID	PD	CK	Hours	Labor
1	Preparation of 90% Irrigation and Landscape Drawings	12	8	48		68	\$6,260
2	60% Comment Responses	8	4	16		28	\$2,680
3	Preparation of 90% Irrigation and Landscape Specifications	8	4	24		36	\$3,360
4	Preparation of 90% Design Report	8	2	8		18	\$1,800
5	Interdisciplinary Review	8	4	8	8	28	\$3,200
6	Preparation of Opinion of Probable Costs	8	8	8		24	\$2,400
	<b>Total Hours for Task 15</b>	52.0	30.0	112.0	8.0	202	
	<b>Total Fee for Task 15</b>	\$5,980	\$3,000	\$9,520	\$1,200		<b>\$19,700</b>
						Estimated Expenses	\$0

**Task 16 - 100% & Final Outfall Plans**

		PM	ID	PD	CK	Hours	Labor
1	Preparation of 100% Irrigation and Landscape Drawings	8	8	24		40	\$3,760
2	90% Comment Responses	8	4	8		20	\$2,000
3	Preparation of 100% Irrigation and Landscape Specifications	12	8	16		36	\$3,540
4	Preparation of 100% Design Report	8	2	8		18	\$1,800
5	Interdisciplinary Review	8	8	8	8	32	\$3,600
6	Preparation of Opinion of Probable Costs	8	8	8		24	\$2,400
	<b>Total Hours for Task 16</b>	52.0	38.0	72.0	8.0	170	
	<b>Total Fee for Task 16</b>	\$5,980	\$3,800	\$6,120	\$1,200		<b>\$17,100</b>
						Estimated Expenses	\$0

**Task 17 - Greenway Construction Period Services**

		PM	ID	PD	CK	Hours	Labor
1	Bidding Services	8	12	24		44	\$4,160
2	Submittals/RFI's/Shop Drawings/RFP's	20	30	48		98	\$9,380
3	Nursery Visits (2)	4	0	8		12	\$1,140
4	Site Visits (20)	20	10	32		62	\$6,020
5	Project Meetings (16)	32	8	32		72	\$7,200
6	Project Coordination	30	8	8		46	\$4,930
7	Substantial Completion Punchlist Inspection (1)	8	8	12		28	\$2,740
8	Substantial Completion Follow Up Punchlist Inspection(1)	8	8	12		28	\$2,740
9	Warranty Walk (1)	8	8	12		28	\$2,740
	<b>Total Hours for Task 17</b>	138.0	92.0	188.0	0.0	418	
	<b>Total Fee for Task 17</b>	\$15,870	\$9,200	\$15,980	\$0		<b>\$41,050</b>
						Estimated Expenses	\$450

**Task 18 - Outfall Construction Period Services**

		PM	ID	PD	CK	Hours	Labor
1	Bidding Services	8	8	8		24	\$2,400
2	Submittals/RFI's/Shop Drawings/RFP's	16	8	24		48	\$4,680
3	Nursery Visits (1)	0	0	4		4	\$340
4	Site Visits (10)	20	4	20		44	\$4,400
5	Project Meetings (10)	20	4	20		44	\$4,400
6	Project Coordination	8	4	12		24	\$2,340
7	Substantial Completion Punchlist Inspection (1)	8	8	12		28	\$2,740
8	Substantial Completion Follow Up Punchlist Inspection(1)	8	8	12		28	\$2,740
9	Warranty Walk (1)	8	8	12		28	\$2,740
	<b>Total Hours for Task 18</b>	96.0	52.0	124.0	0.0	272	
	<b>Total Fee for Task 18</b>	\$11,040	\$5,200	\$10,540	\$0		<b>\$26,780</b>
						Estimated Expenses	\$200

**Task 19 - As Built Drawings Greenway**

		PM	ID	PD	CK	Hours	Labor
1	Design Team Coordination	2	4	4		10	\$970
2	Review & Markup Contractor As Builts	2	4			6	\$630
3	Preparation of As Builts	8	16	16		40	\$3,880
4	O&M Coordination	2	8	12		22	\$2,050
	<b>Total Hours for Task 19</b>	14.0	32.0	32.0	0.0	78	
	<b>Total Fee for Task 19</b>	\$1,610	\$3,200	\$2,720	\$0		<b>\$7,530</b>
						Estimated Expenses	\$0

**Task 20 - As Built Drawings Outfall**

		PM	ID	PD	CK	Hours	Labor
1	Design Team Coordination	2	4	4		10	\$970
2	Review & Markup Contractor As Builts	2	4			6	\$630
3	Preparation of As Builts	2	8	8		18	\$1,710
4	O&M Coordination	2	8	8		18	\$1,710
	<b>Total Hours for Task 20</b>	8.0	24.0	20.0	0.0	34	
	<b>Total Fee for Task 20</b>	\$920	\$2,400	\$1,700	\$0		<b>\$5,020</b>
						Estimated Expenses	\$0

Totals							
	<b>Total Hours</b>	<b>551.0</b>	<b>280.0</b>	<b>722.0</b>	<b>16.0</b>	<b>1,551.0</b>	
	<b>Total Fee</b>	<b>47,495.0</b>	<b>28,000.0</b>	<b>61,370.0</b>	<b>2,400.0</b>		<b>\$159,758</b>
	<b>Total Expenses</b>						<b>\$1,600.00</b>

**TOTAL \$161,358.00**

October 9 2023

Jeff Holste, PE  
Wilson & Company, Inc.  
990 South Broadway, Suite 220  
Denver, CO 80209  
Via email to: Jeffrey.holste@wilsonco.com

**RE: City and County of Denver, DOTI, 48<sup>th</sup> Outfall – amendment for utility coordination**

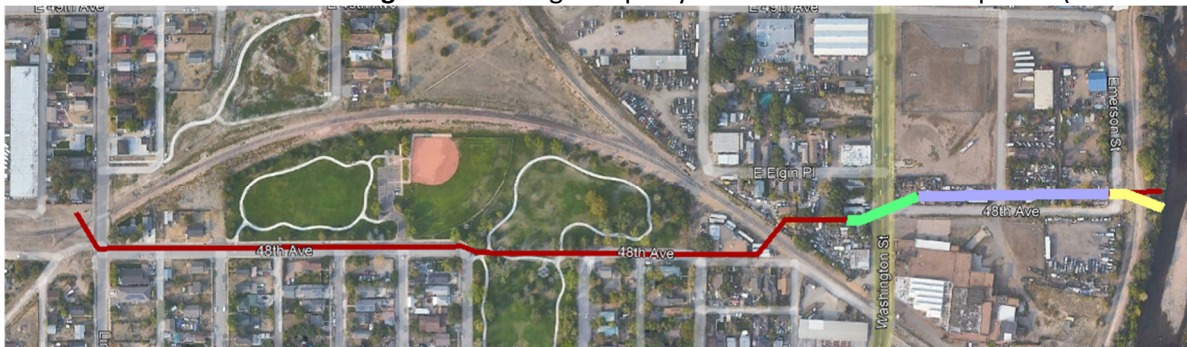
Dear Mr. Holste:

Goodbee & Associates, Inc. is pleased to present this proposal for professional services for the above project to Wilson (“Client”). This proposal is based on information provided to Goodbee by email on October 3, 2023.

### PROJECT UNDERSTANDING AND SCOPE OF WORK

This amendment change order is for additional utility coordination work to repackage Phase I of the new storm sewer along alignment of 48th Ave./Elgin Pl. from Washington St. to the S Platte River. Amendment also includes support during construction; and extends the project contact date. Changes from the current contract include:

- Phase 1 (Washington to the S Platte) is being split into three separate submittals. Our existing scope includes Phase 1 UC plans at 90%, 100% and AD for all of Phase I in a single package:
  1. **Washington St:** Outfall crossing Washington St. will be built as part of the separate Washington St. Project. RS&H is the lead on this package (green outline below) and Goodbee will revise UT-06 from the 60% submittal for the 90%, 100% and AD submittals and provide utility specification text to address any utility work done solely to facilitate the outfall. Utility coordination beyond the outfall will be completed by RS&H.
  2. **Levee:** Outfall structure at the river (crossing Metro’s sanitary sewer) to be built as part of the Levee project. Wilson is the lead on this package (yellow outline below) and Triunity has completed utility coordination for areas beyond the outfall crossing. Goodbee will revise UT-07 from the 60% submittal for the 90%, 100% and AD submittals and provide utility specification text to address any utility work done solely to facilitate the outfall. Utility coordination beyond the outfall will be completed by Wilson/Triunity.
  3. **Greenway:** Work for the outfall between the Washington and levee areas will be built as part of a separate Greenway project (purple outline below). Goodbee will revise UT-06 and UT-07 for this package for the 90%, 100% and AD submittals.
- **Phase 2 from Lincoln to Washington** 60% design scope by Goodbee has been completed (red outline)



### ***Project Management***

- Project meetings – assume 12 additional design team meetings.
- Monthly progress reports – submit monthly progress report and invoice, assume up to 18 invoices.

### ***Final Design/ 90% – Utility Design and Coordination***

- It is assumed that utility coordination and plans assumed in the original scope covers the work for the Greenway package. No additional scope is included in this task order.
- Meet with affected utility companies to confirm timing, location, and cost with potential relocations. Assume no more than 15 meetings/calls for the Washington Street package.
- Meet with affected utility companies to confirm timing, location, and cost with potential relocations. Assume no more than 15 meetings/calls for the Levee package.
- Revise Utility Relocation Plans for 90% deliverable for Washington Street package. Incorporate relocation design provided by utility companies.
- Develop utility project special provisions for RS&H to insert in Washington Street package. RS&H to complete utility special provisions for remainder of package.
- Revise Utility Relocation Plans for 90% deliverable for Levee package. Incorporate relocation design provided by utility companies.
- Develop utility project special provisions for Wilson to insert in Levee package. Wilson to complete utility special provisions for remainder of package.
- Assume that text from Washington Street and Levee specifications will be used by RS&H and Wilson, respectively to develop utility clearance letters for their packages.
- Attend FOR meetings for Washington and Levee projects if requested. Assume RS&H and Wilson/Triunity will distribute Washington St. and Levee FOR plans to utility owners.

### ***100%/Advertisement:***

- Revise Goodbee's Utility Relocation Plans and utility PSP for Washington and Levee packages.
- CCD Utilities Clearance Record/Project Utility Certification by others

### ***Construction services***

- Attend utility pre-construction meeting for Levee; Washington St.; and greenway packages, if requested.
- Virtually attend monthly construction coordination meetings (June 2024-Dec 2025) for up to 19 meetings.
- Respond to up to 6 RFIs and field questions for each package, not to exceed 18 RFIs/field questions.
- Utility relocation tracking during construction of all three projects is excluded.
- Construction Observation for all three projects is excluded.
- Utility as-builts and utility construction inspections for all three projects excluded.
- Assumed sequence of construction is expected to be 1) outfall at Levee; 2) Washington St.; and 3) greenway.

### **SCHEDULE AND DURATION**

- Assume a 12-month period of performance for design (Jan-Dec 2024) and 19 months for construction (July 2024-Dec 2025).

### **ASSUMPTIONS AND EXCLUSIONS**

- CAD work in AutoCAD.
- The SUE Plan set is valid only at the time of field investigations. Additional SUE investigations are excluded.
- ITS, lighting, and traffic relocation design are excluded.



- Water and sanitary relocation design are excluded.
- Ditch and railroad company coordination are excluded.

We look forward to finishing this project with you. Should you have any questions or require additional information, please contact me at (303) 667-6985 or Elissa Roselyn at (303) 507-2103. Please see attached hours and cost estimate.

Sincerely,

**GOODBEE & ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Mary Keith Floyd".

Mary Keith Floyd, AICP  
President

**Goodbee and Associates, Inc.**  
**City and County of Denver - 48th Ave. Outfall**  
**Scope and Fee Estimate - Multiple Project Coordination and Construction Support**  
**10/9/2023**

Task	Description of Activities /Assumptions	Principal	Project Manager III	Designer II	Designer I	CAD I	Administrator	Total Hrs.	Total Cost (2020 Rate Sheet)
		\$185/hr	\$150/hr	\$110/hr	\$100/hr	\$80/hr	\$110/hr		
Project Mgmt.	Project Meetings (assume 12 meetings)		24					24	\$3,600
	Monthly progress reports and invoicing. Assume 18 invoices.		18				18	36	\$4,680
Utility Coordination	Hold meetings/calls with utility owners regarding impacts, relocations, adjustments, project schedule and status. Assume 15 meetings/calls.		30					30	\$4,500
	Attend design team and utility coordination meetings/calls for the Washington St. and Levee projects. Assume 15 meetings/calls.		30					30	\$4,500
	Conflict evaluation in response to new design and utilities		16					16	\$2,400
Final Design (90%, 100%, AD)	Prepare 90%, 100% (final review) and Bid plans for Levee project submittal. Assume 4 plan sheets.	3	24		16	12		55	\$6,715
	Prepare 90%, 100% (final review) and Bid plans for Washington St. project submittal. Assume 4 plan sheets.	3	24		16	12		55	\$6,715
	Prepare utility spec sections to insert into Levee project submittal.	2	8					10	\$1,570
	Prepare utility spec sections to insert into Washington St. project submittal.	2	12					14	\$2,170
Bid/Construction Support	Attend pre-construction meetings for Levee; Washington St.; and greenway packages, if requested.		12					12	\$1,800
	Attend virtually, monthly construction coordination meetings (June 2024-Dec 2025) for up to 19 meetings		20					20	\$3,000
	Review and help respond to up to 6 outfall/utility-related questions and RFIs for Levee project.		24	8				32	\$4,480
	Review and help respond to up to 6 outfall/utility-related questions and RFIs for Washington St. project.		24	8				32	\$4,480
	Review and help respond to up to 6 outfall/utility-related questions and RFIs for Greenway project. Excluded from previous scope.		24	8				32	\$4,480
<b>TOTAL LABOR</b>		<b>10</b>	<b>290</b>	<b>24</b>	<b>32</b>	<b>24</b>	<b>18</b>	<b>398</b>	<b>\$55,090</b>

**Assumptions and Exclusions - see also written scope letter:**

- 1 New storm sewer along alignment of 48th Ave./Elgin Pl. from Washington St. to the S Platte River to be divided into three phases. Outfall at the river will be built as part of a separate Levee project. Outfall crossing Washington St. will be built as part of the separate Washington St. Project. Outfall between Washington and the levee will be built as part of the greenway project.
- 2 This estimate covers costs not included in November 2020 scope and fee estimate, including costs associated with dividing plans into two additional submittals, providing sections of utility specs for the Washington St. and Levee projects, extended utility coordination related to outfall construction as part of the Washington St. and Levee projects, and preparation of two additional sets of clearance letters. Construction support for all three projects added to scope.
- 3 Assume 12 months for design (Jan-Dec 2024) and 18 months for construction support (June 2024-Dec 2025).
- 4 CAD work in AutoCAD.
- 5 Utility relocation plans to be prepared for 90%, 100% final review, and AD plans. Assumes minor changes to sheets prepared for 60% utility relocation plans.

## 48<sup>th</sup> Avenue Outfall Additional Services

June 29, 2022

Mr. Jeffrey C. Holste, PE, CFM  
Wilson & Company, Inc.  
203 North West Street  
Hanston, KS 67849

**RE: Scope of Services for 48<sup>th</sup> Avenue Outfall Additional Services: Argo Park Existing Traffic and Parking Conditions Assessment**

Dear Mr. Holste:

This scope of work adds elements that are not included in our current Scope of Work. The intent of these additional services is to provide an assessment of existing conditions for parking and traffic.

### [Additional Services – Existing Conditions Documentation and Data Collection](#)

The sub-tasks that comprise the existing conditions documentation are detailed below:

1. Perform data collection of existing conditions which includes:
  - a. Inventory of traffic control including stop signs (and orientation) and posted speed limits.
  - b. Existing daily traffic volumes and speed data. Specifically, the OV Team will obtain 48-hour volume, speed, and classification counts at:
    - i. 48<sup>th</sup> Avenue between Sherman and Grant Street
    - ii. 48<sup>th</sup> Avenue between Pennsylvania and Pearl Street
  - c. Multi-modal crash history (OV to request data from Denver Public Works)
2. Prepare parking utilization surveys. A curbside inventory will be performed in the project area to collect general information on parking restrictions, etc.

The OV team has assumed parking studies will be conducted for up to nine (9) roadways near the Argo Park study area including 48<sup>th</sup> Avenue east and west of Argo Park (between Lincoln and Logan and between Pennsylvania and Pearl) and Lincoln Street, Sherman Street, Grant Street, Clark Place, Logan Street, Pennsylvania Street, and Pearl Street between 48<sup>th</sup> Ave and 47<sup>th</sup> Ave.


- i. The study will follow the CCD Parking Utilizations Study guidelines.
- ii. Parking utilization will be observed during the weekday early morning to capture residential parking uses and mid-day on Saturday for the recreational park use.
- iii. Pictures and additional observation notes will be included.

## 48<sup>th</sup> Avenue Outfall Additional Services

- iv. All parking data will be provided in both Map and GIS format.
3. Prepare draft memorandum, complete with maps/exhibits/attachments, summarizing the review and analysis of existing conditions and technical data.
4. Address any comments you may have on the draft memorandum and prepare a final technical memorandum.

Please let me know your thoughts and comments on this proposed scope of work and fee.

Sincerely,



Chris Vogelsang, PE  
Principal

**Project Name: Argo Park Area Existing Parking and Traffic Conditions Assessment**  
**OV Consulting**

Christopher Vogelsang  
**6/29/2022**

Description	Hourly Rate:	HOURS					TOTALS	
		Principal	Engineer I	Planner I	Parking Survey	Data Collection	Hours	Labor Cost
		Chris Vogelsang \$175	Kevin Rangel \$115	Reese Shaw / Kat Hill \$110	Jean McClelland \$30	All Traffic Data \$400		
Project Management								
a. Project Management		1	2			3	\$405	
Data Collection								
a. Traffic Control Inventory			2			2	\$230	
b. Traffic Data Collection (\$400/48-Hr Count)					2	2	\$800	
c. Crash History			1	4			\$555	
Parking Assessment								
i. Curbside Inventory					8	8	\$240	
ii. Parking Utilization					8	8	\$240	
iii. Notes					4	4	\$120	
iii. Parking Utilization Maps			2	16	2	20	\$2,050	
Draft Memorandum		1	8			9	\$1,095	
Final Memorandum		1	2			3	\$405	
Task 6 - Construction Support						0	\$0	
<b>Sub Total Hours</b>		<b>3</b>	<b>17</b>	<b>20</b>	<b>22</b>	<b>2</b>	<b>59</b>	<b>-</b>
<b>Labor Cost Subtotal</b>		<b>\$525</b>	<b>\$1,955</b>	<b>\$2,200</b>	<b>\$660</b>	<b>\$800</b>	<b>-</b>	<b>\$6,140</b>
<b>Expenses</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Corridor Sub Totals</b>		<b>\$525</b>	<b>\$1,955</b>	<b>\$2,200</b>	<b>\$660</b>	<b>\$800</b>	<b>59</b>	<b>\$6,140</b>

**Corridor Assigned:**

N. Emerson St: 3rd Ave to 11th, 11th Emerson to Pearl, Pearl 11th to 20th.

Length: 2.07 miles / 4.14 miles of bike lane

Facility Type: BL



February 2, 2023

Jeffrey C. Holste, P.E., CFM  
Project Manager  
Wilson & Company, Inc.  
990 South Broadway, Suite 200  
Denver, CO 80209

**RE: Geotechnical Engineering Services – Additional Work  
48<sup>th</sup> Avenue Storm System Project  
City and County of Denver, Colorado**

Dear Jeff:

This letter summarizes our proposed scope of services and estimated cost to provide additional geotechnical engineering services for the proposed 48<sup>th</sup> Avenue Storm System project for the City and County of Denver (CCD). Based on information provided by Wilson & Company (Wilson), we understand the storm system will extend along 48<sup>th</sup> Avenue from Lincoln Street to the South Platte River. We understand that three tunnels are proposed at Lincoln Street, the Northwest corner of Argo Park, and the Northeast corner of Argo Park. New pavement is anticipated along 48<sup>th</sup> Avenue west of National Western Drive.

Geocal has already performed the geotechnical exploration and provided recommendations for the storm system. Those recommendations are provided in our *Draft Subsurface Exploration and Pavement Design Report*, dated June 17, 2022. A preliminary pavement design for 48<sup>th</sup> Avenue was also completed and provided in that report. However, Wilson indicated that a new traffic study had been completed for 48<sup>th</sup> Avenue. We understand that Wilson has requested that Geocal review the new traffic data and reevaluate our previously reported pavement design recommendations.

### **Proposed Scope of Work**

The geotechnical scope of work will be to provide updated pavement design recommendations for 48<sup>th</sup> Avenue in accordance with the latest CCD pavement standards outlined in the *2019 Municipal Government Pavement Engineers Council (MGPEC) Pavement Design Standards*. No additional field work or laboratory testing is anticipated. We will incorporate the results of the pavement design into the existing report. Our revised draft report will be submitted for review by Wilson and CCD, and the final report will be submitted soon after comments on the draft have been received. Our work will be done under the supervision of a Colorado Registered Professional Engineer.

Jeffrey C. Holste, PE, CFM  
Geotechnical Engineering Services – Additional Work  
48<sup>th</sup> Avenue Storm System Project  
February 2, 2023  
Page 2 of 2

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## Schedule and Fee

We will initiate activity of the additional work once this additional scope and fee have been approved by Wilson. We estimate that a revised draft report will be available within about three weeks of approval of our scope and fee, however specific times may vary. In any case, we will keep you informed of our progress and any available information. For the scope of work outlined above, we estimate our fee at **\$4,560.00** for geotechnical engineering, as summarized in the attached Table 1. The cost estimate will not be exceeded without prior approval.

We appreciate being considered to provide additional geotechnical services for this project. If you have any questions or if we can be of further service, please feel free to give us a call at (303) 337-0338.

Sincerely,

**GEOCAL**



Matt Coen, P.E.  
Project Engineer



Nur Hossain, Ph.D., P.E.  
Principal Engineer

Attachment: Table 1 – Cost Estimate for Geotechnical Engineering Services – Additional Work

MC-NH/P23.2023.018

**Table 1 - Cost Estimate for Geotechnical Engineering Services - Additional Work****48th Avenue Storm System Project****City and County of Denver, Colorado**

Geocal, Inc.: February 2, 2023; P23.2023.018

**Scope:** Perform additional pavement design analyses for 48th Avnue west of National Western Drive.

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Analysis &amp; Report Preparation</b>				
Project Engineer	Hour	24	\$ 120.00	\$ 2,880.00
Project Manager	Hour	7	\$ 180.00	\$ 1,260.00
Principal-In-Charge	Hour	2	\$ 210.00	\$ 420.00
			<b>Geotechnical Total:</b>	<b>\$ 4,560.00</b>

Notes &amp; Assumptions: (1) No additional field work or laboratory testing is anticipated.



# H.C. Peck & Associates, Inc.

## A National Land Service Company

August 23, 2022

*Sent via email*

Mr. Jeffrey C. Holste, P.E., CFM  
Wilson & Company, Inc.

Re: City and County of Denver – 48<sup>th</sup> Avenue Storm

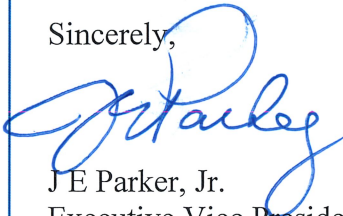
Dear Jeff:

Per your request, this serves to amend our previous letters regarding title work for nineteen (19) parcels affected by the referenced project.

Title research/preparation of title commitments for all affected parcels: 125 hours at \$129/hour	\$16,125.00
Copies	<u>\$ 750.00</u>
TOTAL	\$16,875.00*

If you have any questions or need additional information, please contact me.

Sincerely,



J E Parker, Jr.  
Executive Vice President

\*\$16,875 (total scope) minus \$9,000 (authorized in current contract) equals  
**\$7,875** for new scope & fee to be added with Change Order No. 1

48<sup>th</sup> Avenue Outfall Additional Services

October 11, 2023

Mr. Jeffrey C. Holste, PE, CFM  
 Wilson & Company, Inc.  
 203 North West Street  
 Hanston, KS 67849

**RE: Scope of Services for 48<sup>th</sup> Avenue Outfall Additional Services: Outreach and Coordination for Design Phase and Construction Phase**

Dear Mr. Holste:

This scope of work adds elements that are not included in our current Scope of Work. The intent of these additional services is provide for additional coordination and outreach during the design phase and construction phase of the project. We understand that the design phase has been extended for approximately 18 months to coincide with the 48<sup>th</sup> Ave greenway construction phase. This will necessitate additional coordination between our project and other projects in the area. We are also adding coordination and outreach capacity for the construction phase to support the construction project on an as needed basis.

We would like to add the following to our current contract:

Description	Hourly Rate:	Principal Beth Vogelsang \$175	Planner I Reese Shaw / Kat Hill \$110	TOTALS	
				Hours	Labor Cost
Task 2- Public Outreach and Stakeholder Coordination		30	82	112	\$14,270
Task 6 - Construction Support		40	80	120	\$15,800
Sub Total Hours		70	162	<b>232</b>	-
Labor Cost Subtotal		\$12,250	\$17,820	-	<b>\$30,070</b>
Expenses		-	-	-	-
<b>Corridor Sub Totals</b>		<b>\$12,250</b>	<b>\$17,820</b>	<b>232</b>	<b>\$30,070</b>

Please let me know your thoughts and comments on this proposed additional scope of work and fee estimate.

Sincerely,



Beth Vogelsang, AICP  
 Principal





## **Construction Outreach Strategy Scope of Work – NHN Consulting October 2023**

### **TASK 1. Collaborate with DOTI to craft a Construction Support Outreach Plan**

NHN Consulting will support DOTI and the project team, and work closely with the Office of Community and Business Engagement at DOTI to draft a construction support outreach plan and protocols.

### **TASK 2. Flyer neighborhood with a project information sheet prior to construction and as needed based on project progress**

NHN Consulting will work with the project team to develop the project information sheet. NHN will coordinate disseminating the flyer throughout the community, through OCBE communication channels, RNOS and Council office at the beginning of the construction project and throughout the project as needed based on construction developments. Keep City Council Office (CD9) updated on the project.

### **TASK 3. Set up and monitor an email and phone hotline for construction questions**

NHN monitors a City and County of Denver construction hotline: 720 460 9055 and can provide a construction email if desired to manage emerging concerns related to construction.

### **TASK 4. Help develop construction notifications for the neighborhood as needed and appear at neighborhood events as needed.**

NHN Consulting will be responsible for creating notification flyers or emails. NHN will coordinate disseminating construction updates throughout the community, through OCBE communication channels, RNOs and Council office, or by tabling at local neighborhood events. NHN will produce/print up to six (6) bilingual yard signs with basic construction information and a QR code for the project page.

### **TASK 5. Attend monthly progress meetings remotely**

NHN will coordinate attendance at these meetings.

### **TASK 6. Send CCD website updates to CCD contact monthly**

NHN will work with DOTI Comms to keep the project website up to date.

### **TASK 7. Send out email blasts monthly or as needed**

NHN Consulting will be responsible for this task. Stakeholders and resident list have already been developed. Lists will be updated and a template drafted for approval by DOTI. Content will be approved by the DOTI PM, project PM, and OCBE.

### **TASK 8. Coordinate updates with OCBE's Community Advisory Group for the Washington Area**

NHN Consulting will work with OV Consulting and OCBE to regularly update the Globeville CAG.

**48th Ave Outfall Construction Support. NHN Fee (18 months)**

Personnel	Nora Neureiter, Owner/Principal	Dean Winstanley/Public Outreach	Heather Moss/Admin	Fee by task
Hourly Rate	\$150	\$130	\$90	
<b>A Project Management</b>				
0 Project Management and Coordination	6	0	12	\$1,980
<b>B Construction Outreach</b>				
1 PEP	2	2		\$560
2. Project 1-pager. Neighborhood notification. Council update	2	10	3	\$1,870
3. Hotline and email	8	12		\$2,760
4. Ongoing neighborhood flyering/appearances at events/general notification in neighborhood	5	25	12	\$5,080
5. Monthly Meetings (18 months)	3	20		\$3,050
6 Web updates	3	16		\$2,530
7. Email blasts	5	12	24	\$4,470
8. CAG Coordination	12	12		\$3,360
<b>Hours by personnel</b>	<b>46</b>	<b>109</b>		<b>\$25,660</b>
<b>Translation/Interpretation/Meeting incidentals</b>				<b>\$1,500</b>
<b>Total Fee</b>				<b>\$27,160</b>



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)
5/17/2023

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C. No. Ext):</b></td> <td><b>FAX (A/C. No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A :</b> Hartford Fire Insurance Company</td> <td style="text-align: right;"><b>NAIC #</b> 19682</td> </tr> <tr> <td><b>INSURER B :</b> Property and Casualty Ins Co of Hartford</td> <td style="text-align: right;">34690</td> </tr> <tr> <td><b>INSURER C :</b> Hartford Insurance Co of the Southeast</td> <td style="text-align: right;">38261</td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C. No. Ext):</b>	<b>FAX (A/C. No):</b>	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A :</b> Hartford Fire Insurance Company	<b>NAIC #</b> 19682	<b>INSURER B :</b> Property and Casualty Ins Co of Hartford	34690	<b>INSURER C :</b> Hartford Insurance Co of the Southeast	38261	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURED</b> 4011 Wilson & Company 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE NM 87109																					

**COVERAGES** WILCO15      **CERTIFICATE NUMBER:** 14024452      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	37 UEN OL5652	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	37 UEN OL5653	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	37 WE OL6H8C	6/1/2023	6/1/2024	<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 NUMBER 201627910 - 2016 WASTEWATER COMPREHENSIVE ENGINEERING ON-CALL SERVICES. PROJECT PWWW2015-027. THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  14024452 CITY AND COUNTY OF DENVER 201 W. COLFAX, SUITE 614 DENVER CO 80202	<b>CANCELLATION</b>  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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2024

5/17/2023

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;">INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td style="border: none;">22276</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
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<b>INSURED</b> 1048828 WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS 990 SOUTH BROADWAY, SUITE 220 DENVER CO 80209															

**COVERAGES** WILCO15      **CERTIFICATE NUMBER:** 11003720      **REVISION NUMBER:** XXXXXXXX

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E.L. DISEASE - EA EMPLOYEE		\$ XXXXXXXX																	
E.L. DISEASE - POLICY LIMIT		\$ XXXXXXXX																	
A	PROFESSIONAL LIABILITY	N	N	47-EPP-305301-06	6/1/2023	6/1/2024	\$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>11003720</b> CITY AND COUNTY OF DENVER ATTN: PUBLIC WORKS DEPARTMENT 201 W. COLFAX, STE. 614 DENVER CO 80202	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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