

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **AECOM Technical Services, Inc.** (the "Design Consultant"), a California Corporation authorized to do business in the State of Colorado, whose address is 717 17th Street, Suite 1650 Denver, Colorado 80202.

SECTION 1 – ENGAGEMENT

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

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it

by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

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

2.04 Coordination and Cooperation.

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

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.

- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services

shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.

- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

2.08 Additional Services.

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

any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

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

2.09 Surveying and Testing.

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

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

2.10 Compliance with M/WBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **28.1%**.
- (b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:
 - 1. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 - 2. If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
 - 3. If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal

for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.

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

Section 3 – Compensation, Payment, And Funding

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

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **SIX HUNDRED NINETY-FIVE THOUSAND AND FIFTY-FOUR DOLLARS AND ZERO CENTS (\$695,054.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **FOUR THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$4,722.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **TWO HUNDRED FIFTY THREE THOUDAND, FOUR HUNDRED EIGHTY-TWO DOLLARS AND ZERO CENTS (\$253,482.00)**.

3.04 Invoicing and Payment. The City will make monthly progress payments for all services performed under this Agreement based upon the Design Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing

and payment under this Agreement. Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$953,258.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term.

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

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause

of a contemplated termination for cause without waiving the City's right to terminate the Agreement.

- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project

for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.

- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Agreement.

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

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

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

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

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

5.07 Insurance.

- (a) **General Conditions:** Contractor 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor 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 Contractor. The Contractor 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:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of

Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may

- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, excluding professional liability coverage, Contractor's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) [Intentionally Omitted]
- (k) **Additional Provisions:**
 - (a.) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;

- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense & Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

5.13. Conflict of Interest.

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

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

person other than the City or the Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

5.17 Proprietary or Confidential Information.

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Design Consultant's Information: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- (b) The Consultant certifies that:
- (1.) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2.) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
- (1.) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2.) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3.) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4.) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5.) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6.) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

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

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

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

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

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

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

to the City:	Executive Director of Public Works 201 West Colfax Avenue, Dept. 601 Denver, Colorado 80202
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to the Design Consultant:	AECOM Technical Services, Inc. 717 17 th Street, Ste 1650 Denver, Colorado 80202
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The addresses may be changed by the Parties by written notice.

5.26 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and

limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

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

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

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201948462-00

Contractor Name: AECOM Technical Services, Inc.

By: 

Name: Alan Eckman
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: 

Name: RICHARD ROMIG
(please print)

Title: VICE PRESIDENT
(please print)



EXHIBIT A
STATEMENT OF WORK
PLANNING AND DESIGN ENGINEERING SERVICES FOR
PEORIA STREET MULTIMODAL IMPROVEMENTS

Department of Public Works
EBID Document No. # 5981373

February 2019

PROJECT DESCRIPTION

This Project generally involves planning and design engineering professional services for Peoria Street Multimodal Improvements, located along Peoria Street from 37th Avenue to 56th Avenue. This Statement of Work (Exhibit A) focuses on the proposed project concept plan and design effort with optional construction services for multimodal improvements along Peoria Street within the City, north of 37th Avenue. The Project will be funded with local CIP funds.

As a north and south running arterial roadway, Peoria Street serves a vital role moving people, goods, and services through Northeast Denver and across jurisdictions in the Metro area. With access to Interstate 70 and proximity to Aurora, Peoria Street from 37th Avenue north to 56th Avenue is a rather unique corridor. The roadway hosts a mix of industrial and commercial land-uses primarily to the west and suburban residential within the Montbello neighborhood to the east. Along with other factors, this mix of character along the roadway has contributed to pedestrian and bicycle conflicts with automobiles.

The east side of Peoria Street lacks substantial and continuous bicycle and pedestrian infrastructure to move people safely between places where they live, work, and patronize. This absence of multimodal infrastructure also results in a disconnect to the transportation options available connecting to the Peoria Street A-Line RTD station, that brings people in and out of the area.

Currently, an interim sidewalk exists through the I-70 CDOT right-of-way on the west side, but there is no sidewalk connectivity on the east side in the area and limited connectivity to a multi-use path that has been identified in the Denver Moves Bicycle Master Plan. A multi-use path is needed for safety.

SCOPE OF SERVICES

The project scope of services consists of the following phases of work and specific work tasks:

Task 1.0 - Project Management

A City Project Manager (“PM”) for the Peoria Multimodal Improvements Planning and Design work shall be responsible for the day-to-day management of the Consultant team and satisfactory completion of the scope of work. Ms. Dana Hoffman will be the lead PM for the planning scope elements, which will be then transitioned upon completion of conceptual design to Mr. Mat Flores as lead PM for the engineering work.

Specifically, this City PM role shall:

- Serve as the primary liaison between the Consultant and the City, ensuring the City’s program, goals, budget, and schedule for the project are met by the Consultant
- Have primary authority for contract management, direction, and enforcement
- Review and approve the Consultant’s monthly progress reports and invoices
- Review and approve any significant schedule changes and any contract modifications
- Review and approve all meeting agendas, minutes, and meeting materials prepared by the Consultant
- Hold regular meetings with the Project Management Team (“PMT”). The Project Management Team will include, but is not limited to, representatives from Public Works, Parks and Recreation, Environmental Health, Community Planning and Development, and more.

The Consultant PM will:

- With input from the PMT, develop and maintain a Project Execution Plan for the final design. The Project Execution Plan will:
 - Specify the roles and responsibilities of the Consultant and other design participants
 - Identify goals and key objectives along with quick win opportunities
 - Identify specific work tasks, sub-tasks, and provide a timeline, schedule, and scope of work
- Perform bi-weekly coordination with the PM
- Monitor the project budget, schedule, and deliverables
- Quality control and review
- Oversee and manage any sub-consultants
- Prepare and send regular invoices to the PM

Deliverables:

1. *Project Execution Plan, including a detailed Project Schedule, to be updated on an agreed-upon regular basis*
2. *Prepare materials for and attend meetings (in person, by WebEx, or by conference call, as determined appropriate) with the City PM, PMT, Stakeholders, and Intergovernmental Partners*
3. *Regular invoices and summary updates*
4. *Project management and quality control plan*

Task 2.0 - Stakeholder / Public Engagement Plan

2.1 Outreach Plan and Related Strategy

At the onset of the project, OV Consulting will work with the Project Management Team (PMT) to develop a focused and culturally sensitive community and stakeholder engagement strategy, and document agreed upon process and timeline in an Outreach Plan.

2.2 Project Management Team Meetings

OV will attend monthly PMT meetings and assist in organization of agendas, process updates and materials.

2.3 Stakeholder Working Group Meetings

OV Consulting will work with CCD project management at the onset of the project to determine a list of stakeholder representatives to participate in the Stakeholder Working Group (SWG). OV will lead outreach to these stakeholders and coordination of three (3) SWG meetings in order to create the equitable engagement needed to move through the planning process to recommendations. OV will serve as the point of contact for stakeholders and manage ongoing communication and individual meetings or communication to support the process.

2.4 Steering Committee Meetings

OV will lead coordination with the Far Northeast NPI Steering Committee to ensure that community needs as identified through the neighborhood planning process are reflected in the initial concept design and treatments. OV and other team members as needed will meet with the Steering Committee at two points in the process; Initial Concept Design and Final Design Concept and Environmental, followed by SWG and Public Meetings.

2.5 Public Communication

Ongoing regular website updates; email blasts, small-area meeting attendance or organization as needed. These updates will provide opportunities to engage, elicit input and inform throughout the project process, and creating transparent process through construction.

2.6 Public Meetings

OV will lead the logistics organization, notification, and on-site arrangements for three public meetings to be held near the study area; designed and formatted in a way to encourage participation and active dialogue. The public meetings will align in a series with the Steering Committee meetings and Stakeholder Working Group meetings at two key phases in the process; Initial Concept Design and Final Design Concept and Environmental. Public Meeting emphasis will include the following:

- First Public Meeting - the team will focus on reviewing and listening to input on opportunities, constraints and options to enhance multimodal access throughout the corridor, and to key destinations
- Second Public Meeting - team will gather input on initial concept options and designs
- Third Public Meeting - team will focus on discussion of the recommended concept design and plan, the construction plan, maintenance issues, and related aspects of the preferred concept

All meetings will be organized to be conveniently and comfortably located for the community and include culturally sensitive approaches to sharing information; discussions in Spanish as needed and the translation of all meeting materials to Spanish.

Where possible, a public meeting will be paired with a community site visit to show the location and functionality of proposed improvements. All visits will include English and Spanish discussion.

Deliverables:

1. *Draft and Final Outreach Plan*
2. *Monthly PMT meetings – up to fifteen (15) meetings*
3. *Organization of SWG membership and contact information; preparation, logistics and attendance and notes for three (3) SWG meetings; ongoing communication*
4. *Coordination and attendance at two (2) Steering Committee Meetings*
5. *Coordination, notification, and attendance and documentation of three (3) Public Meetings*
6. *Spanish language translation of materials and attendance at meetings for Spanish speaking discussions*

Task 3.0 - Central I-70 Coordination

Close collaboration between CDOT and Denver Public Works will be required, and timing is critical for coordination as CDOT proceeds with the I-70 widening and reconstruction of the Peoria interchange. It is anticipated there will be significant interaction and coordination of schedules required as this project is carried out.

The project team will work with the CCD project manager and through identified project support staff that CCD has assigned to the Central 70 Project. These assigned CCD employees are integral to the Central 70 project team and sit in the appropriate technical team meetings and scheduled outreach discussion meetings to most effectively establish the frequency and points of contact for coordination with KMP throughout design and construction. Direct coordination with KMP, CDOT, City of Aurora, and other stakeholders probably will be necessary which will also be facilitated by our project team.

Task 4.0 - Situational Appraisal

This initial situational appraisal approach will provide the framework for developing a range of concept alternatives to be evaluated and vetted by the community.

As an initial phase of the situational appraisal, we will summarize relevant planning and design work into a full written summary of the existing environment along Peoria Street, which will include a series of easy-to-read maps. Our team will use on-the-ground information we have obtained through walking audits conducted with the community, as well as additional fieldwork, to supplement the situational appraisal to accurately describe the physical conditions along Peoria. The plan review will contain:

- NDCC Master Mobility Plan white paper which summarizes approaches for pedestrian and bicycle facilities at highway interchanges and identifies a Peoria Street interchange concept at Interstate 70.
- Denver Moves Transit
- Denver Moves Pedestrians & Trails
- Far Northeast Neighborhood Planning Initiative (NPI)

Our team will also conduct a data-driven analysis using existing and new travel and activity data to understand pedestrian, bicycle, transit, and vehicular travel patterns that will inform the concept design. Our assessment will include collection and evaluation of existing bicycle, pedestrian, transit and vehicle counts as well as recent crash history. Existing travel patterns are connected to existing land use, so the team will also evaluate potential future land use changes and the impact that new multimodal travel options might make on travel behavior. Short and long term guidance on how multimodal travel can improve in the corridor.

In addition to existing conditions, our team will work with CDOT to understand the delivery timeframes for Central 70 and with CCD on the 47th and Peoria Street and other projects that might mutually benefit from coordination in design. The timing of other infrastructure elements will influence the phasing, timing, and design prioritization of future Peoria improvements.

Assumptions: New turning movement counts including classification of bicycles and pedestrians are included for up to 9 intersections.

Deliverables:

1. *Draft and final Technical Memo – ‘Situation Appraisal’*
1. *Map and graphic templates (GIS and other graphic program) and map/graphic products*
2. *Organized and packaged GIS/graphic files of all final maps and graphics*

Task 5: Recommended Improvements To Support Multimodal Activity Along Peoria Street

In conjunction with the project management team, requirements such as facility type and design standards will be defined for the overall corridor design approach. Recommendations on large design decisions such as width of pedestrian and bike facilities, buffer from road travel lane, cross slope of path, buffer to private properties, sign distances at intersections and driveways, clear path of travel, and continuity will be presented to the project management team before more detailed design decision are made.

After a vision for the corridor containing priorities is developed, a design toolbox will be assembled containing concept level potential recommended multimodal improvements. The design toolbox will address the entire corridor, but our team will work to identify and prioritize quick wins for early implementation by identifying benefits, cost and feasibility of each potential quick win. Community input will drive specific improvements during the project, but initial improvements will need to stay within the current construction budget as well as avoid items that would add time to the schedule, such as environmental impacts to mitigate, right-of-way acquisition, or subsurface utility investigations (triggered by traffic signal pole caissons, bored conduit, or excavation greater than 2’ deep for culverts or pavement).

Our approach prioritizes improvements that involve coordination with the Central I-70 project, as construction on the Peoria interchange area has already commenced. For these specific improvements, we will need to stay within the current construction budget as well as avoid items that would add time to the schedule, such as environmental impacts to mitigate, right-of-way acquisition, or subsurface utility investigations (triggered by traffic signal pole caissons, bored conduit, or excavation greater than 2’ deep for culverts or pavement). We also need to prioritize elements of the project that involve coordination with the Central I-70 project, as construction on the Peoria interchange area has already commenced.

Deliverables:

1. *Draft and final Technical Memo – ‘Recommended Improvements to Support Multimodal Activity Along Peoria Street’ – to include a Preferred Alternative Concept Plan to advance into design.*

Task 6: Phasing And Delivery

The phasing and delivery assessment for the Peoria Street Multimodal Improvement would identify how the proposed infrastructure improvements of the project can be phased and the manner in which the project would be delivered. This assessment will build on information gathered in preceding stages of the project as well as from information gleaned from the Denver Far Northeast Neighborhood Planning Initiative (NPI) regarding zoning and long-term objectives for transportation-oriented development and densification of land use.

Recommendations will consider improvement priorities identified during the public engagement and concept cost estimates that align with likely funding increments.

Deliverables:

1. *Phasing technical memo and concept cost estimates.*

Task 7: Environmental Study

General Environmental Assumptions:

- Assumes no federal nexus to National Environmental Policy Act (NEPA) (e.g., no CatEx, EA required).
- The purpose of ecological resources studies is to assess project compliance with the Endangered Species Act (ESA); Migratory Bird Treaty Act (MBTA); Bald and Golden Eagle Protection Act (BGEPA); Section 404 of the Clean Water Act (CWA); and hazardous materials.
- Scope does not include agency coordination efforts (e.g., with CDOT, U.S. Fish and Wildlife Service, Colorado Parks and Wildlife, State Historic Preservation Office)
- Historic resources desktop review is included in the scope of work, assuming CCD will want to include this in their environmental due diligence efforts for the project, regardless of whether the project triggers NEPA or Section 106 of the National Historic Preservation Act (NHPA).
- Resource evaluations are not required for noise, air quality, Environmental Justice, land use, transportation, Section 4(f).

7.1 Ecological Resources

AECOM will complete an assessment of ecological resources in the project study area. Resources evaluated will include ecological habitats; threatened, endangered and other special status species; migratory birds and other wildlife; wetlands and other waters of the U.S., and noxious weeds. Preliminary desktop analysis suggests that it is unlikely there will be any concerns related to federally or state-listed threatened or endangered species. One state species of special concern is known to be present, black-tailed prairie dog. Field studies will include mapping of active and inactive black-tailed prairie dog colonies, in order to assess requirements and opportunities for relocation and other mitigation as determined by Denver Public Works. Desktop review indicates that there are several potential wetlands and Waters of the U.S., including a ditch at the intersection of Peoria Street and East 49th Avenue, another ditch west of the I-70 east-bound off-ramp, and areas of poor drainage near the west-bound I-70 off-ramp. Impacts to wetlands and other waters will be determined based on the results of the field mapping, field delineation where wetlands are identified, and the 60% design. Work product will consist of a Biological Resources Technical Memorandum.

Assumptions:

- Scope does not include preparation of a USCOE Section 404 permit or pre-construction notification.
- Scope does not include a Wetland Finding Report or wetland mitigation plan or design
- A stand-alone Biological Assessment for Endangered Species Act compliance will not be required.
- Biological Resources Technical Memorandum is assumed to be straightforward (approximately five pages) not including attachments.
- Costs assume one round of review of deliverables by CCD.
- The study area will be identified in advance of field studies and will include areas potentially affected by project activities. For planning, we have assumed an average of 30 feet beyond the edge of the CCD Peoria Street right-of-way.

- Permissions to enter will be provided for all portions of the study area in advance of field work by CCD.
- Field studies will be conducted at a season when the ground is not frozen or covered with snow.

7.2 Black-Tailed Prairie Dog Management Plan

AECOM will prepare a black-tailed prairie dog management plan for the project. The plan will detail the results of the black-tailed prairie dog field survey and provide GIS maps for the location of the prairie dog colonies. The plan will evaluate the feasibility of management options including the following: active relocation (such as live trap and release), passive relocation, and lethal control. For the recommended management strategy, the plan will include the anticipated timeline required to implement the management plan and the restrictions related to timing and season based on the prairie dog reproductive cycle.

It is anticipated that AECOM will take four weeks to prepare a draft plan. The draft plan will be submitted to the CCD for review. We anticipate receiving minor comments from the CDD, which we will address within two weeks. The final plan will be submitted to the CCD as an electronic copy. GIS shapefiles of prairie dog colony locations will be available for submittal if requested.

This task does not include biological support to implement the management plan during the construction phase. AECOM is qualified and available to provide this support. If lethal control were required, AECOM does not provide this particular service in-house.

7.3 Historic Resources

AECOM will identify historic resources, 45 years or older (based on county assessor data), in the area of potential effects (APE) for direct, indirect, and cumulative project effects. The APE is defined as a narrow corridor, approximately 2 miles long running along Peoria Street from E. 37th Avenue to E. 56th Avenue, and extending one parcel back on either side of Peoria Street. Based on an initial review of COMPASS, the Colorado On-line Cultural Resource Database, no cultural resources have been documented within one-quarter mile of the APE. An initial review of the Denver County Assessor records reveals that approximately 50 structures with an Effective Year Built of 45 years or older flank both sides of Peoria Street. None of these properties has been documented nor has their eligibility for listing in the National Register of Historic Places (NRHP) or State Register of Historic Properties (SRHP) been evaluated.

Depending on the limits of construction disturbance, proposed improvements to Peoria Street may directly affect the historic parcels (not just the buildings) within the APE. Indirect and/or cumulative effects are less likely but still possible. In order to document historic resources within the APE, AECOM will summarize the results of the COMPASS and Denver County Assessor records review in a Historic Resources Desktop Review Memorandum.

Assumptions:

- Scope does not include cultural or historic resources surveys. No field work or site visits are included.
- AECOM will not assess NRHP or SRHP eligibility of resources.
- Scope does not include an assessment of project effects on cultural or historic resources.
- Assessment of paleontological resources is not included in our scope.
- Costs assume one round of review of the Historic Resources Desktop Review Memorandum by CCD.

7.4 Hazardous Materials

Due to the surrounding land use being a mix of industrial and commercial, primarily to the west, and residential within the Montbello neighborhood to the east, one of the key environmental considerations is hazardous materials. A Phase I Environmental Site Assessment (ESA) or equivalent will be conducted to identify any known contamination within or adjacent to the project site. The Phase I ESA will be conducted in general conformance

with the scope and limitations of the ASTM International (ASTM) Standard Practice for Environmental Site Assessments (Standard E 1527-13). The Phase I ESA will consist of a site reconnaissance, records review and interviews (if possible), and report. Results of the Phase I ESA will help assess whether further investigations may be necessary.

Site Reconnaissance

A site reconnaissance will be conducted by AECOM Staff experienced in hazardous materials surveys, who will observe surface conditions and current activities within the subject property study area and on adjoining properties. Potential contaminant sources on and adjoining the subject properties will be assessed based upon visual observations. Photographs will be taken to document conditions observed.

Records Review and Interviews

The purpose of the records review is to obtain information on the subject property and adjoining properties, which will be useful in assessing whether current and past property usage may be potential sources of contamination. The study area for the records review is based on the ASTM standard requirements and ranges from the subject corridor area and adjoining properties for registered underground storage tanks (USTs) and Resource Conservation and Recovery Act (RCRA) generators; to a 1/2-mile radius for leaking USTs, landfill sites, and Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) sites; to a one-mile radius for RCRA treatment, storage and disposal facilities, and state and federal superfund sites. AECOM understands that the environmental database report will be provided by Denver Environmental Health at no project cost.

Historical site information will be obtained from U.S. Geological Survey topographic maps, readily available historical aerial photographs, fire insurance maps, and/or local street directories (if available).

Public agency staff and possibly other persons having knowledge of past site and adjoining property usage may be interviewed in order to supplement information gathered from our records review. Potential private data sources may include AECOM geologic, hydrogeologic, and hazardous waste project experience. Our records review will be limited to regulatory agency listings only; review of agency case files for specific sites or facilities can be provided as an added scope of services.

Evaluation, Analysis, and Reporting

A Phase I ESA report will be prepared for the site addressing the findings of the tasks described above. We will provide a discussion of our findings and opinions regarding potential and existing contamination sources, and conclusions regarding our evaluation of the likelihood of contamination on the subject property. The report will also contain recommendations for further investigations of areas of potential contamination or potential liabilities associated with current and/or historical groundwater contamination, if needed.

Deliverables:

2. *Biological Resources Technical Memorandum*
3. *Black-Tailed Prairie Dog Management Plan*
4. *Historic Resources Desktop Review Memorandum*
5. *Phase I ESA Report*

Task 8: Utilities

8.1 Subsurface Utility Engineering

SAM will provide all the following Subsurface Utility Engineering (SUE) services to the standard of care applicable in the Subsurface Utility Engineering profession. The services meet the standard guidelines of ASCE C-I 38-02 for "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." Phase 1 Quality Level

D (QL-D) – Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. Review records for indications of additional available records, duplicate information, and a need for clarifications by utility owners. These utilities could include but are not limited to Page 5 of 8 electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems.

SAM will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, Colorado 811, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project.

Additional services for Quality Levels C-B and Quality Level A will be Phases 2 and 3 and will be negotiated after preliminary design when there is a better understanding of the scope and impacts.

Deliverables:

- A preliminary drawing using the obtained QL-D information will be provided to the Client for use in the initial project design. The full deliverable will be produced when all Phase 2 and Phase 3 work, if needed, is complete. This investigation will be used to potentially minimize the necessary scope for QL-C and QL-B work.

8.2 Utility Plans and Coordination

- Data Collection (Quality Level D): SAM will contact utility owners to confirm presence of facilities in project area and obtain contact information and key maps. Goodbee will review records and prepare utility contact list.
- Initial Utility Coordination: Goodbee will notify potentially affected utility companies of the project including proposed packages and schedule. Goodbee will request information on easements and agreements.
- 60% Preliminary Design: Goodbee will revise utility survey CAD file per key maps and field verification. Goodbee will prepare two separate 60% utility plans for Peoria between 39th and 45th and the Peoria/56th intersection/access to Rocky Mountain Arsenal. AECOM will incorporate QL D data from SAM on civil plans to depict utilities for other packages. Goodbee will attend review meeting and distributed plans to utility owners.
- Utility Coordination: Goodbee will evaluate conflicts with existing utilities. Coordinate with design team to see if conflicts can be mitigated with design adjustments. Meet one on one with utility owners to discuss conflicts and relocation strategies. Assume all design packages available for coordination at a single meeting with each utility company.

Additional services for Quality Levels C-B and Quality Level A will be negotiated after preliminary design when there is a better understanding of the scope and impacts.

- Survey of surface utility features (QL C): SAM will provide QL C data and incorporate it in their utility base mapping. Goodbee will review deliverable.
- Private Utility Designating (QL B): Goodbee will manage SAM to complete limited geophysical investigations to designate the horizontal location of underground utilities. Goodbee will follow up with designator/utility owner regarding discrepancies.
- Reasonable Rationale: Due to lower potential for limited utility impacts, QL B investigation area will be limited to Peoria between 39th to 54th Avenues and the Peoria/56 intersection. Goodbee will collaboratively draft and sign reasonable rationale memo with AECOM and CCD for use of QL D in other locations along the corridor.

EXHIBIT A

- Utility Test Holes QL A: Goodbee will prepare a preliminary test hole plan with input from CCD. Goodbee will manage SAM to obtain test hole data. Goodbee will coordinate with contractor during test holes and field verify test hole logs with field markings. Goodbee will prepare a test hole table.

Assumptions: Approximately 11 utility providers along the corridor and one group meeting to review preliminary design and schedule. Two separate 60% utility plans for Peoria between 39th and 45th and the Peoria/56th intersection/access to Rocky Mountain Arsenal.

Deliverables:

- Final Utility Specifications
- Final Utility Plans

Task 9: Survey / ROW

9.1 Survey

This task includes full survey as needed in order to complete the design of the project.

Task Description:

Meetings, Mobilization & Coordination: 105 West anticipates attending two (2) project team meetings with City and County of Denver (CCD) personnel and/or AECOM team members. As part of this task 105 West will develop work plans, mobilize staff and keep the Consultant Manager and CCD Project Manager updated relative to the survey team's progress or any concerns.

Permits/Right-of-Entry :105 West will apply for the right-of-way permit from the City and County of Denver in order to perform survey work within the City and County of Denver rights-of-way. Per our conversation, all work described in this scope of services will be performed within the public right-of-way. Right-of-Entry (ROE) forms for private parcels adjoining the project corridor are not anticipated at this time.

Project Control: 105 West will establish horizontal and vertical (NAVD 88) control monuments based on the City and County of Denver's horizontal and vertical datum. 105 West anticipates setting approximately twenty (20) semi-permanent control points to be used for surveying purposes. As part of this task, 105West will include existing control (i.e. Range Points, Aliquot Corners, Property Corners) recovered under the below Task E in the preparation of a Survey Control Diagram.

Topographic Design Survey :105 West will obtain, by field methods, existing, visible planimetric features and topography at a one-foot (1') contour interval. The topographic survey will include the existing edges of pavement (asphalt and concrete), existing edge of traveled surface, curb/gutter, sidewalks, traffic signals, culverts, fences, irrigation ditches/conduits, visible lawn irrigation, signs, mailboxes, structures, surface drainage features and surface utility evidence (utility poles, manholes, valves, pedestals, guy wires), and other visible utility features within the limits shown in red on the attached Exhibit A. The length of the survey will be along Peoria Street from 38th Avenue to 56th Avenue. The width of the survey will be edge of asphalt/concrete to right-of-way and include twenty-five (25') feet of the side streets. Per our conversations, the area lying between the south on/off ramps and north on/off ramps of I-70, including the portion of Peoria Street lying underneath I-70, will not be surveyed as part of this survey. All electronic deliverables will be provided in AutoCAD.

Preliminary Ownership/Right-of-Way Map In order to determine the right-of-way limits adjacent to the topographic survey limits for Peoria Street as shown on the attached Exhibit A: 105 West will obtain subdivision plats, land survey plats and vesting deed information for approximately one-hundred-one (101) privately owned parcels adjacent to the topographic survey limits. Based on this information, 105 West will survey approximately twenty-four (24) aliquot land corners associated with the adjoining parcel deeds and prepare a preliminary

9.2 Final ROW Plans

This task covers preparation of right-of-way plans as needed within the project limits based on the final design. These services will be negotiated at the completion of preliminary design and coordinated with final design when there is a better understanding of the right-of-way needs. The final right-of-way plan and legal description format will be acceptable to the office of the City Surveyor and the City and County of Denver Right of Way Services Section. Title commitments for the impacted parcels will be provided by The City and County of Denver. Final ROW plans and legal descriptions will be deposited at the City & County of Denver Clerk and Records Office. Four sets of 11" x 17" color copies of final ROW plans and a PDF file of the complete ROW Plans will be delivered to the client.

Deliverables:

1. *Base Mapping*
2. *Land Survey Plat*
3. *Final Right-of-Way Plans - if needed*
4. *Supplemental Survey - if needed*

Task 10: Civil Engineering Design

Civil engineering design will include the following:

- 60% and Final design of a multi-use path along the east side of Peoria to connect between 56th Avenue and the westbound I-70 ramps south of 44th Avenue, as defined in Task 5 Recommended Improvements
- 60% and Final design of a multi-use path along the east side of Peoria to connect between 38th Avenue and the eastbound I-70 ramps north of 39th Avenue, including roadway improvements to facilitate the path such as curb and gutter, as defined in Task 5 Recommended Improvements
- Coordination with the 56th Avenue bond project concept plan for connection to 56th Avenue trails and the Rocky Mountain Arsenal National Wildlife Refuge
- 60% and Final design of intersection improvements that enhance bicycle and pedestrian safety along the corridor, as defined in Task 5 Recommended Improvements

The segment of Peoria Street between the interchange ramps will be designed and constructed by CDOT as part of their Central 70 project. The Consultant will coordinate with CDOT on their final design of that segment of Peoria, checking that all City requirements and desired design/performance specifications are met, where possible. CDOT has provided preliminary plans to the City that include

- a multi-use path on the east side of Peoria
- a sidewalk on the west side of Peoria
- ADA pedestrian ramps per CDOT standards at the signalized ramp intersections and at pedestrian crossings of the slip ramps
- improvements to resolve periodic drainage issues along the north side of the interchange

The Consultant will provide 60% and final construction plans & specifications for City review. Designs shall incorporate City comments. The design shall include and account for:

10.1 Lighting, Planting, & Irrigation Design

These plans will include the following:

EXHIBIT A

- Lighting
 - Multi-use path lighting along the east side of Peoria Street between 56th Avenue and 44th Avenue
 - I-70 interchange lighting coordination with CDOT Central 70 project

If a non-city entity is identified for maintenance of landscaping, **additional services for planting and irrigation** will be negotiated after preliminary design when there is a better understanding of the scope. Plans will also include:

- Planting
 - Plant Material
 - Water Quality Facilities / Porous Landscape Detention
 - Planting Details
 - Typical tree and shrub planting details
 - Tree planting at Suspended Pavement Systems

- Irrigation
 - Location, size and coordination of irrigation mainline
 - Location and quantity of specified irrigation fixtures and piping
 - Location and quantity of irrigation controllers and meters
 - Sleeving
 - Electrical conduit required for irrigation system

10.2 Hydrology & Hydraulics

- Hydrology - delineate basins, compute rational runoff at design points
- Analyze offsite runoff
- Design culverts and ditches, storm sewer and inlet networks associated with multi-use path layout and associated roadway modifications
- Identify and assess opportunities to implement green / low impact development in the drainage design
- Create a Stormwater Management Plan (SWMP) and CCD SWMP narrative for the project construction
- Prepare a final Hydraulics and Hydrology technical memorandum which shall consider historical and fully developed flows of the basin and suggest appropriate measures to address passing of such flows. The technical memorandum shall address existing storm water culvert crossings as well as analysis of the existing and proposed roadway drainage systems, including inlets, pipes and ditches.
- Finalize a Water Quality Report and water quality plan to address permanent water quality requirements for the project
- Prepare final drainage design plans
- Lead and document any needed drainage specific meetings

Assumptions: no detention or water quality ponds will be required

10.3 Geotechnical

The geotechnical scope of work will be to provide subsurface information, laboratory test results, and recommendations related to sidewalk construction.

- A total of 15 geotechnical borings are proposed and will be drilled to approximately 5 feet to 10 feet below the existing surface to determine the subsurface conditions. Geotechnical penetration samples and composite bulk samples will be collected from the borings. All the borings will be drilled under a single mobilization.
- The field work will be completed within two business days. Geocal will provide traffic control for the drilling operations.
- Right of Way (ROW) access permits will be obtained through the CCD, and the permit application will contain a proposed traffic control plan. Several postings of "No Parking" may have to be in-place the day or evening before drilling.
- Geocal will assist the drilling contractor with UNCC utility locates prior to drilling, and it is assumed that some utility site meets and boring location adjustments may be required prior to drilling, based on previous experience in the area and extensive potential for utilities.
- The exploratory borings will be drilled using 4¼-inch inside diameter hollow-stem augers and the thickness of the existing asphalt pavement and base material (if present) will be measured. Geocal will also take measurements of groundwater level when encountered.
- The borings will be backfilled using make-up sands and auger cutting and compacted with the weight of the drill rig. Pavement areas will be patched with hot asphalt patch to 9 inches thick or to the thickness of the existing pavement section whichever is greater.
- Soils will be sampled with modified California and split spoon samplers using procedures similar to ASTM D1586. Disturbed bulk samples will be collected from 5 of the borings within about the upper 5 feet.
- A laboratory testing program will be conducted to evaluate the engineering classification, strength, compressibility or swell characteristics, and other engineering properties for the soils encountered. An estimate of the type and number of tests anticipated is shown in the attached Geotechnical Proposal, which also includes a unit price for each test, in case further than anticipated tests are required for the project.
- Geocal understands that there is a potential of encountering hazardous materials during drilling. If encountered, Geocal will stop drilling, demobilize and move to the next boring location. If encountered, the contaminated materials will be transported to the Denver Arapahoe Disposal (DAD) site.
- The results of the field and laboratory investigations will be evaluated to provide geotechnical design parameters for sidewalks. Our engineering report will be prepared to summarize at least the following:
 - o Introduction and proposed construction conditions
 - o brief review of field and laboratory procedures
 - o site geology, physical description;
 - o summary of existing pavement thickness and aggregate base thickness, if present;
 - o subsurface conditions encountered (soils, and groundwater);
 - o results of laboratory testing;
 - o recommendations regarding concrete corrosion potential; and
 - o recommendations regarding fill and stabilization (if required).

10.4 Signing and Striping

This task will include the following:

- Develop 60% and final signing plan, including any signage to Commuter Rail Station

- Develop 60% and final striping plans, including coordination with CDOT regarding the crosswalks for improved crossings at I-70 interchange ramp terminals for bicycles and pedestrians
- Develop multi-use path 60% and final signing and striping details, focusing on intersections, driveways, transition zones, and conflict points
- Prepare 60% and final signing and striping design quantities

10.5 Traffic Signal Design

- Develop final signalization treatments to accommodate bicycle and pedestrian traffic
 - o Identify locations where applicable
 - o Identify best signal detection options
 - o Intersection corner reconstruction
- Prepare final signal design quantities

Assumptions: Existing traffic signals will not be improved except as identified for multi-modal enhancements.

10.6 Traffic Control Design

- Develop final construction traffic control design.
 - o Including identification of potential roadway, bicycle facility, and pedestrian detours
 - o Including any proposed lane and road closures
 - o Including identification of possible construction stages
- Prepare final traffic control plans
 - o Plans will include overall concept notes, standard traffic control details, and typical phasing section sheets
 - o Plan sheets will show roadway and bicycle facility detours routes
- Develop traffic control design quantities

Assumptions: CDOT S-630 Standard Plans will be used with applicable cases identified. Project specific traffic control devices and temporary striping will not be needed.

10.7 Final Design (Peoria Street from 56th to 37th Avenues)

Design of the enhancements identified in Task 5, Recommended Improvements will define the project footprint to be used in Task 10.2 for the SWMP Plan and to identify potential ROW encroachments. There will be two construction packages, one consisting of the “quick win” projects that will advance to advertisement immediately and one for the full corridor improvements that will be used for future construction projects. 60% and final plans will include the following:

- Typical Sections
- Roadway alignments
- Intersection details
- Access details
- Multi-use path design and/or treatment for bicycle facility along corridor
- Bus stops

- Cross Sections
- Removals
- Finalize civil engineering design quantities and tabulations
- Design will be coordinated with other disciplines (drainage, bike facility design, urban design, landscape, multi-modal transportation, water quality/green infrastructure, lighting, geotechnical) and relevant design plans from other disciplines will be included

QC review of the Final Civil Plans will follow AECOM's internal process and the plans will be updated based on review comments prior to submittal to the City.

Assumptions: No structures are anticipated within the corridor improvements. **Additional services for structural engineering** will be negotiated after Task 5 Recommended Improvements when there is a better understanding of the scope.

10.8 Final Civil Plans

- Print, assemble, and submit the design plan packages
 - o Path, Drainage, Urban Design Plans shall be 1" = 50' Scale
- Update the Final Civil Plans based on City and Supporting Agencies review comments
- Print, assemble, and submit any Construction Bid plans package

Deliverables:

1. *Hydraulics and Hydrology Technical Memorandum*
2. *Water Quality Report*
3. *Geotechnical Engineering Report*
4. *60% and Final Civil Plans and Specifications*
5. *Documentation of comments and responses on 60% and Final Civil Plans*
6. *Construction Bid Plans and Specifications*
7. *Engineer's Opinion of Probable Construction Cost*

Task 11: Cost Estimating

AECOM will prepare an Opinion of Probable Costs (OPC) at each milestone submittal including the following:

- Planning level OPC in conjunction with the completion of Task 5 Recommended Improvements
- 60% design submittal
- Final design submittal

The OPC will be based upon estimated plan quantities. Unit costs will be based upon available historic cost data for projects of similar scope and magnitude. The OPC will include construction costs, right of way costs, utility costs, construction management and contingency amounts for unknown items.

Deliverables:

1. *Opinion of Probable Costs at the Planning Level, 60%, and final design milestones*

Task 12: Construction Services

This task covers design services during construction. These **additional services** will be negotiated at the completion of final design and in advance of each construction phase when there is a better understanding of the scope and timing of each construction package. Design services during construction will include the following activities:

Bid Phase:

- Attend and participate in pre-bid meeting with City and construction bidders
- Respond to requests for information (RFI's) during the bid phase and assist the City with issuing addenda
- Assist the City in reviewing the bids and selection recommendations

Construction Phase:

- Attend preconstruction meeting with City and Contractor
- Review construction submittals as requested
- Respond to RFI's (Request for Information) within three business days
- Conduct periodic site visits as requested
- Attend project meetings when requested
- Assist with the development of change orders as requested
- Participate in Substantial Completion walk-through
- Prepare as-built plans based upon redlines provided by the Contractor and CCD

Deliverables:

1. *Responses to RFI's and contractor submittals*
2. *As-built plans*

TASK	AECOM Estimated Hours																		AECOM Total Labor Cost	Subcontractor Cost	Potential Additional Services Cost (Contract Amend.)	ASSUMPTIONS	
	Principal 1	Sr Proj Mgr 4	Sr Proj Mgr 1	Proj Mgr 2	Proj Engr/Planner 9	Proj Engr/Planner 8	Proj Engr/Planner 7	Proj Engr/Planner 6	Proj Engr/Planner 5	Proj Engr/Planner 4	Proj Engr/Planner 3	Proj Engr/Planner 2	Proj Engr/Planner 1	Proj Asst/Support 6	Proj Asst/Support 4	Proj Asst/Support 3	Total Hours	% of Hours (by Task)					
10.2 Hydrology & Hydraulics																		378	10%	\$ 39,730	\$ -		<i>subtotal</i>
Hydrology - delineate basins, compute rational runoff at design points									22				16					38	1%	\$ 4,110			
Analyze offsite runoff									16									16	0%	\$ 2,000			
Design culverts and ditches									8				16					24	1%	\$ 2,360			
Design storm sewer and inlet networks									16				16					32	1%	\$ 3,360			
Calculate street capacity / curb and gutter / sidewalk drainage									8				16					24	1%	\$ 2,360			
Culvert profiles									12				24					36	1%	\$ 3,540			
Prepare SWMP Plans									8				24					32	1%	\$ 3,040			
Prepare CCD SWMP Narrative									8				8					16	0%	\$ 1,680			
Prepare H&H Tech Memo									24				16					40	1%	\$ 4,360			
Assemble available historic data									8				8					16	0%	\$ 1,680			
Coordinate with nearby projects									4				4					8	0%	\$ 840			
Prepare Water Quality Report									16				16					32	1%	\$ 3,360			
Prepare construction plans for drainage design									16				24					40	1%	\$ 4,040			
Discipline coordination									4									4	0%	\$ 500			
Meetings									8									8	0%	\$ 1,000			
Quantities									8									8	0%	\$ 1,000			
Specs - assume only minor edits to CDOT specs									4									4	0%	\$ 500			
10.3 Geotechnical																		8	0%	\$ 1,000	\$ 21,852		<i>subtotal</i>
Coordination with Geocal				4														4	0%	\$ 1,000			
Geocal Geotechnical Investigation																				\$ -	\$ 21,852		M/WBE
10.4 Signing and Striping																		102	3%	\$ 12,270	\$ -		<i>subtotal</i>
Develop final signing plan		2										24						26	1%	\$ 3,260			
Develop final striping design and plan		2										25						27	1%	\$ 3,375			
Develop multi-use path final signing and striping details												24						24	1%	\$ 2,760			
Prepare final signing and striping design quantities												25						25	1%	\$ 2,875			
10.5 Traffic Signal Design																		124	3%	\$ 13,600	\$ -	\$ 50,000	<i>subtotal</i>
Develop final signalization treatments to accommodate bicycle and pedestrian traffic (applicable locations, detection options, corner reconstruction, vertical elements)		4										40						64	2%	\$ 7,300		\$ 50,000	2 full signal design \$25k per intersection (new or replacement)
Prepare final signal design quantities												40						60	2%	\$ 6,300			
10.6 Traffic Control Design																		218	6%	\$ 23,210	\$ -		<i>subtotal</i>
Identify potential roadway, bicycle facility, and pedestrian detours												15						30	1%	\$ 3,000			
Proposed lane and road closures												15						30	1%	\$ 3,000			
Identify construction stages												16						30	1%	\$ 3,030			
Identify construction haul routes												20						30	1%	\$ 3,150			
Prepare final traffic control plans (notes, details, typical sections, detailed phasing and traffic control plans, detour routes)		4										44						64	2%	\$ 7,420			rely on CDOT S-standard cases, lump sum item
Develop traffic control design quantities												24						34	1%	\$ 3,610			
10.8 Final Design (Peoria Street from 56th to 37th Avenue)																		1364	35%	\$149,080	\$ -		<i>subtotal</i>
Typical Sections				8								16						64	2%	\$ 6,560			4 typicals, 2 sheets
Alignments				4								40						84	2%	\$ 8,660			Peoria, path (2 miles)
Intersections				20								72						172	4%	\$ 18,380			13 intersections
Accesses & Driveways				18								72						170	4%	\$ 18,050			21 driveways
Transitions				4								16						36	1%	\$ 3,860			
Multi-use path design and/or treatment for bicycle facility along corridor				16								78						174	4%	\$ 18,410			
Bus stops				8								24						72	2%	\$ 7,480			
Cross Sections																				\$ -			2 miles-220 cross sections; not ir
Removals				8								40						88	2%	\$ 9,320			
Finalize civil engineering design quantities				8								16						64	2%	\$ 6,560			
Coordinate design with other disciplines (drainage, bike facility design, urban design, landscape, multi-modal transportation, water quality/green infrastructure)				40														40	1%	\$ 6,600			
Perform internal QC review of the 60% Civil Plans				24								40						104	3%	\$ 11,960			
Update the 60% Civil Plans based on ERA review comments				16								40						96	2%	\$ 10,640			
Perform internal QC review of the Final Civil Plans				24								40						104	3%	\$ 11,960			
Update the Final Civil Plans based on ERA review comments				16								40						96	2%	\$ 10,640			

TASK	AECOM Estimated Hours																		AECOM Total Labor Cost	Subcontractor Cost	Potential Additional Services Cost (Contract Amend.)	ASSUMPTIONS	
	Principal 1	Sr Proj Mgr 4	Sr Proj Mgr 1	Proj Mgr 2	Proj Engr/Planner 9	Proj Engr/Planner 8	Proj Engr/Planner 7	Proj Engr/Planner 6	Proj Engr/Planner 5	Proj Engr/Planner 4	Proj Engr/Planner 3	Proj Engr/Planner 2	Proj Engr/Planner 1	Proj Asst/Support 6	Proj Asst/Support 4	Proj Asst/Support 3	Total Hours	% of Hours (by Task)					
10.9 Final Civil Plans																		24	1%	\$ 2,920	\$ -		<i>subtotal</i>
Print, assemble, and submit the design plan packages (1"=50' Scale)				4						4			4					12	0%	\$ 1,460			
Print, assemble, and submit any Construction Bid plans package				4						4			4					12	0%	\$ 1,460			
TASK 11.0 - COST ESTIMATING																		164	4%	\$ 19,180	\$ -		<i>subtotal</i>
11.1 Planning Level Opinion of Probable Cost				8	16					16			16					56	1%	\$ 7,400			
11.2 60% Opinion of Probable Cost				8						24			24					56	1%	\$ 6,120			
11.3 100% Opinion of Probable Cost				8						20			24					52	1%	\$ 5,660			
TASK 12.0 - CONSTRUCTION SERVICES																				\$ -	\$ -	\$ 35,000	<i>subtotal</i>
12.1 Bid Phase																				\$ -		\$ 10,000	additional services
12.2 Construction Phase																				\$ -		\$ 25,000	additional services
Sub-total Hours (by employee classification)	10	114	8	389	152		462	16	374	972	16		1194		178			3885	100%				
% of Hours (by employee classification)	0%	3%	0%	10%	4%		12%	0%	10%	25%	0%		31%		5%								
TOTAL AECOM LABOR	\$ 2,300	\$28,500	\$ 1,600	\$64,185	\$27,360	\$ -	\$69,300	\$ 2,160	\$46,750	\$111,780	\$ 1,680	\$ -	\$101,490	\$ -	\$15,130	\$ -				\$472,235			
AECOM REIMBURSABLE DIRECT EXPENSES (1% of Labor)																				\$ 4,722			includes printing and materials fo
TOTAL SUBCONTRACTOR COSTS																				\$ 222,819			
SUBTOTAL M/WBE SUBCONTRACTOR COSTS																			30.5%	\$ 213,669			<i>28.1% M/WBE shown in proposa</i>
PROJECT TOTAL																				\$699,776.00	\$ 253,482		

*Estimated average rates. See rate schedule. Classification based on 2.8 multiplier on direct labor rate.

Exhibit B

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: AECOM Technical Services, Inc.

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

Title/Classification	Responsibilities		Rate/Hr.
Principal	Provides senior-level client contact and services. Is ultimately responsible for team performance.	1	\$230
		2	\$250
		3	\$270
Sr. Project Manager	Plans and manages the project delivery process for large or complex projects	1	\$200
		2	\$220
		3	\$235
		4	\$250
Project Manager	Plans and manages the project delivery process for projects. Serves as a senior professional on project teams.	1	\$145
		2	\$165
		3	\$185
		4	\$195
Project Engineer/Planner	Prepares design criteria and design analysis reports, develops contract documents (plans and specifications), develops opinions of cost, assists in pre-bid meetings, assists in contractor procurement and interfaces with clients.	1	\$85
		2	\$95
		3	\$105
		4	\$115
		5	\$125
		6	\$135
		7	\$150
		8	\$165
		9	\$180
Project Assistant/ Support Staff	Performs technical-level services involving the preparation of project deliverables (CADD or word processing), graphics, and project accounting.	1	\$55
		2	\$65
		3	\$75
		4	\$85
		5	\$95
		6	\$105
		7	\$120
		8	\$135

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8.

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

Exhibit B

REIMBURSABLE EXPENSES

Prime Consultant: AECOM Technical Services, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Mileage	\$ at federal rate
Copies (8 1/2 x 11")BW	\$ 0.06/ each
Copies (8 1/2 x 11")Color	\$ 0.22/ each
Copies (11 x 17")	\$ 0.12/ each
Copies (11 x 17")	\$ 0.44/ each
Foam Core Mounted Boards	\$ 4.00/sq.ft.
Mylar	\$ 3.50/sq.ft.
Other Materials/Supplies	At Cost

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

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

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

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

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

Exhibit B

REIMBURSABLE EXPENSES
SUB-CONSULTANT: 105 West, Inc.

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 ½ x 11")	\$ <u>0.12</u> /each
Copies (8 ½ x 14")	\$ <u>0.14</u> /each
Red-line copies	\$ <u>N/A</u> /S.F.
Reproducibles	\$ <u>N/A</u> /page

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Clanton & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal / President	President	280.00
Principal / President	President/ Principal	265.00
Principal / Vice President	Principle	195.00
Principal / Vice President	Associate	175.00
Senior Engineer II	Senior Engineer II	175.00
Senior Engineer II	Senior Engineer II	135.00
Engineer II	EIT-3, EIT-4	125.00
Engineer I	EIT-1, EIT-2	105.00
Senior Designer II	Design Supervisor	155.00
Senior Designer I	Designer 3	135.00
Designer II	Designer 2	115.00
Designer I	Designer 1	100.00
Intern	Engineering Student Intern	85.00
Production Manager	Design Manager	155.00
Senior CADD Technician	CAD Operator 2	105.00
CADD Technician	CAD Operator 1	80.00
Marketing Manager	Marketing Manager	75.00
Office Manager	Office Manager	75.00

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

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

Exhibit B

REIMBURSABLE EXPENSES

Consultant: Clanton & Associates, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ NA/ each
Copies (8 1/2 x 14")	\$ NA/ each
Red-line copies	\$ NA/ S.F.
Reproducibles	\$ <u>0.10</u> / page

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Geocal, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Commits resources, negotiates contract, provides quality review	\$ 206.85
Project Manager/Senior Engineer	Manage activities, provide technical guidance & review, track schedule and budget, assist with report	\$ 180.51
Project Engineer	Review field work, conduct analyses, check lab calculations, write report	\$ 99.81
Staff Engineer	Assist with data reduction, do Cad for boring locations, logs, and plotting data	\$ 81.54
Field Geologist or Engineer	Logs the subsurface borings, conducts site reconnaissance, collects samples and stages the	\$ 77.10
Laboratory Manager	Oversees lab operations, calibration of equipment, laboratory technique, calculations of results	\$ 77.10
Laboratory Technician	Conduct laboratory testing for engineering properties	\$ 71.16
Materials Technician	Conducts construction materials testing	\$ 79.62
Operations Manager	Oversees field testing services, equipment calibration, procedures	\$ 106.93
Construction Manager	Provides construction management including schedule review, pay applications, contractor progress, RFI submittal reviews, punch lists, quantities, inspections, and other construction management duties	\$ 163.95
Construction Observation	Provides construction observations to evaluate conformance with the plans and specifications, including	\$ 90.11
Cad Technician	Does computer aided design for boring logs, geologic sheets, other report items	\$ 56.78
Clerical	Assists with figures, typing, report distribution	\$ 56.78

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

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

REIMBURSABLE EXPENSES

Consultant: Geocal, Inc.

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

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

Actual Costs

<u>Item</u>		<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$	/each
Copies (8 1/2 x 14")	\$	/each
Red-line copies	\$	/S.F.
Reproducibles	\$	/page
Subcontract Drilling		at cost
Subcontract Traffic Control		at cost
Well installation – supplies		at cost
Subcontract Utility Locates		at cost
Personnel Protective Equipment		at cost
Environmental Hazmat Monitoring		at cost

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
President/Principal	Leads and review technical work, quality con	185
Project Manager III	Leads and reviews technical work, utilities de	150
Project Manager II	Utilities design and coordination	135
Project Manager I	Utilities design and coordination	125
Landscape Architect (Princ	Leads and review technical work, quality con	160
Landscape Architect II	Leads and reviews technical work, landscape	120
Landscape Architect I	Landscape Architecture	100
Designer III	Design	115
Designer II	Design	110
Adminstrator	Bookkeeping and HR	110
CADD II / EIT II	CADD	100
CADD I / EIT I	CADD	80
Marketing Assistant	Marketing and administration tasks	80
Administrative Assisstant	Assists administration tasks	80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1.

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

Exhibit B

REIMBURSABLE EXPENSES

Consultant: Goodbee & Associates, Inc.

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

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

Actual Costs

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

Exhibit B

REIMBURSABLE EXPENSES

Consultant: OV Consulting

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each black/white, \$0.85/each color
Copies (11 x 17")	\$ 1.70 / each
Large Format Plotter Prints	\$ 4.00 / S.F.
Reproducibles	\$ <u>n/a</u> / page



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 6200 S. Quebec Street Greenwood Village, CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C6589323A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C65893150	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C65893198	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C65893393	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific qualified entities self-insured in the state of Ohio