

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **URS CORPORATION**, a Nevada corporation, with its principal place of business located at 8181 E. Tuffs Avenue, Denver, Colorado, 80237 (the "Design Consultant"), jointly "the Parties".

RECITALS:

A. The City desires to obtain engineering design services to advance the 56th Avenue corridor from Havana Street to Pena Boulevard and to develop a construction project from Chambers Road to Pena Boulevard with cost savings from CE12001 (the "Project"); and

B. The Design Consultant represents that its members include a duly licensed engineer/architect of the State of Colorado and that the Design Consultant has the present capacity and is experienced and qualified to perform professional architectural and engineering design services for the City in connection with the Project as specified in this Agreement; and

C. Design Consultant is ready, willing and able to provide the services described herein.

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

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant with respect to the furnishing of 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 Manager of Public Works ("Manager") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager'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 Manager's approval. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager'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 projects 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 Manager 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 or will be 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 A. 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 Manager 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 Manager, which approval shall not be unreasonably withheld.

(g) If, during the term of this Agreement, the Manager 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 Manager considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Manager 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 Manager'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 Manager 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 Manager before they are assigned to a specific project.

(k) The Manager shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after

the Manager receives the list of changes. If the Manager 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 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 of 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 Manager 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.

2.09 Compliance with DBE Requirements.

(a) Department of Transportation (DOT) 49 CFR Part 26 ("Part 26"), concerning participation by Disadvantaged Business Enterprises (DBE) in federally-assisted contracts, applies to this Project and is incorporated by reference in this Agreement, and the Design Consultant's compliance with the requirements of Part 26 and

this Article VIII are material obligations under this Agreement. It is the policy of DOT and the City and County of Denver to ensure non-discrimination in the award and administration of DOT-assisted contracts. In accordance with the provisions of Part 26, the Design Consultant agrees that it is committed to meeting either the level of DBE participation upon which it was awarded this Agreement, throughout the life of the Agreement.

(b) The Design Consultant understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in satisfying the DBE participation goal and other DBE affirmative action efforts.

(c) The Design Consultant understands that if amendments or any other agreement modifications are issued under this Agreement, the Design Consultant shall have a continuing obligation to immediately inform the City's Division of Small Business Opportunity (DSBO), in writing, of any agreed upon increase or decrease in the scope of work of such Agreement, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(d) The Design Consultant understands that if amendments or other Agreement modifications are issued under the Agreement and such changes result in an increase in scope of services in an Agreement or otherwise increase the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by a DBE at the time of contract award, such changes shall be contemporaneously submitted to the DSBO. Those changes, of any kind or nature, that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant, shall be subject to goals for DBEs equal to the original goals on the Agreement. The Design Consultant must satisfy such goals as respects such changed scope of work by soliciting new DBEs as applicable, or must show each element of a modified good faith effort. The Design Consultant shall supply to the Director of DSBO for approval, the modified good faith effort documentation.

2.10 Compliance with Federal Requirements.

(a) Design Consultant shall comply with the requirements of 49 CFR 18.36(i).

(b) The design work under this Agreement shall be compatible with the requirements of the contract between the City and the State (which is incorporate herein by this reference) for the design/construction of the Project. The State is an intended third-party beneficiary of this Agreement for that purpose.

(c) Upon advertisement of the project work for construction, the Design Consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(d) The Design Consultant shall review the Construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

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 **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00)**, in accordance with the billing rates and project budget stated in **Exhibit 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 Manager or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit B** 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 **FIVE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$5,788.00)** unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03 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 Manager, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Manager. 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).

3.04 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00)** (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 Manager 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 term of this Agreement shall commence on execution of this Agreement and expire upon final completion of the Project, 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 Manager.

(b) The Manager may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Manager. 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 Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage,

judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

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

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

5.07 Insurance.

(a) **General Conditions:** Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado

80202. Such written notice shall be sent thirty (30) days [forty-five (45) days if federally funded] prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Design Consultant. Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance:** Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. Design Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Design Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Design Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Design Consultant and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. In addition, Design Consultant shall name the State of Colorado as an additional insured on the Commercial General Liability policy.

(d) **Waiver of Subrogation:** For all coverages, Design Consultant’s insurer shall waive subrogation rights against the City.

(e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Design Consultant. Design Consultant shall include all such subcontractors 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. Design 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:** Design 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. Design 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 Design 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 Design Consultant executes this Agreement.

(g) **Commercial General Liability:** Design Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) **Business Automobile Liability:** Design Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

(i) **Professional Liability:** Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

(j) **Additional Provisions:**

(1) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) 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

(3) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Design

Consultant shall notify the City within ten (10) days and reinstate aggregates required.

5.08 Defense & Indemnification.

(a) To the fullest extent permitted by law, the Design Consultant hereby 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 due to the negligence or fault of the Design Consultant or the Design 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) Design Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Design Consultant is not named as a Defendant.

(c) Design 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 Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

- | | |
|------------------|--------------------------------|
| Exhibit A | Scope of Work |
| Exhibit B | Key Personnel |
| 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 Manager.

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 Manager, 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 Manager 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 Manager, 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:	Manager of Public Works 201 West Colfax Avenue, Dept. 601 Denver, Colorado 80202
to the Design Consultant:	URS Corporation 8181 E. Tuffs Avenue Denver, Colorado 80237
	Attention: Mark Schaefer

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 Counterparts of this Agreement. This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5.29 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-201205382-00

Contractor Name: URS CORPORATION

By: *JOZ*

Name: *John O'Connor*
(please print)

Title: *Vice President*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

STATEMENT OF WORK

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES

FOR

56TH AVENUE, CHAMBERS ROAD TO PEÑA BOULEVARD

CONTRACT NO. 201205382

PROJECT DESCRIPTION

This Project generally involves professional design engineering, environmental services, and construction management services in connection with the widening of 56th Avenue from Chambers Road to Peña Boulevard. The project includes the removal of the existing pavement and the reconstruction and widening of the roadway with concrete pavement. The Project will be funded with Federal and Local Funds.

The Project also develops the conceptual or preliminary design of other segments of 56th Avenue. Specific elements of the Scope of Services apply as follows:

Havana Street to Peoria Street

Develop preliminary design-level plans and construction cost estimate of the ultimate (six-lane) cross-section for this segment. Identify an action plan for addressing major challenges in this segment including the Xcel transmission towers, Xcel gas regulator station, the transfer of property ownership to the City and County of Denver from the Martinez Army Reserve Center, and fence relocation and perimeter trail construction at the Rocky Mountain Arsenal National Wildlife Refuge.

Excluded from this scope are: Environmental clearance document; geotechnical analysis and report; right-of-way plans and clearances; utility clearances; design of Martinez access north of 56th Avenue.

Peoria Street to Potomac Street

Develop concept design-level plans of the ultimate (six-lane) cross-section for this segment. Identify an action plan for addressing major challenges in this segment, including the Xcel transmission towers.

Excluded from this scope are: Environmental clearance document; geotechnical analysis and report; field surveys; right-of-way plans and clearances; and utility clearances.

Peña Boulevard to Tower Road

Develop preliminary design-level plans of the ultimate (six-lane) cross-section for this segment assuming the existing median width will be retained. Survey data for this segment will be obtained from the City and County of Denver GIS database, provided at no-cost to the CONSULTANT. Design efforts are focused on aiding the planning of corridor utility improvements, most notably Denver Water's proposed recycled water line, RTD FasTracks improvements, and the Urban Drainage & Flood Control District's current project to improve the First Creek channel at 56th Avenue.

Excluded from this scope are: Environmental clearance document; geotechnical analysis and report; right-of-way clearances; and utility clearances. Preliminary roadway and drainage design for this task will be completed by Merrick & Company under a separate task order.

Chambers Road to Peña Boulevard

Develop preliminary design-level plans and construction cost estimate of the ultimate (six-lane) cross-section for this segment.

Within this segment, define a project that utilizes an anticipated \$5M savings from the current 56th Avenue construction project (CE12001). For this project, conduct environmental clearance and complete the design package for the improvements to be advanced to a construction package. The design package will include right-of-way plans and clearances, and utility clearances.

Corridor Environmental Clearance Planning

This task order also provides technical support for the City and County of Denver's ongoing efforts to position the 56th Avenue corridor for future funding. The focus of this technical analysis is to identify corridor segments that would meet CDOT/FHWA requirements for independent utility and logical termini.

Working with City staff, the definition of the following candidate projects will be confirmed:

- 56th Avenue, Havana to Peoria (interim 5-lane improvements)
- 56th Avenue, Havana to Peoria (ultimate 6-lane improvements)
- 56th Avenue, Peoria to Chambers (ultimate 6-lane improvements)
- 56th Avenue, Chambers to east of Peña (ultimate 6-lane improvements)
- 56th Avenue/Pena Boulevard interchange (ultimate 6-lane improvements from interchange to four-lane segment east of Peña) with spot intersection improvements at 56th Avenue and Chambers Road

For each of the candidate projects, URS will:

- Document that the proposed project has rational end points for a transportation improvement.
- Document that the proposed project has independent utility or independent significance, specifically, document that the project is a reasonable expenditure even if no additional transportation improvements in the area are made.

- Based on 2035 travel demand modeling, document that the proposed project will not force immediate transportation improvements on the remainder of the facility.
- Review the key environmental resources in the project segment (as identified in the 56th Avenue PEL).
- Document that the proposed project is of sufficient length to address environmental matters on a broad scope.
- Document whether the proposed project has a defined source for project funding.
- Document that the proposed project will not restrict the consideration of alternatives for other reasonably foreseeable transportation improvements.

URS will document the findings of the analysis in a technical memorandum.

SCOPE OF SERVICES

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

TASK 1.0 - PROJECT MANAGEMENT

1.1 Contract Administration and Project Schedule

- Develop and maintain a project schedule utilizing a Work Breakdown Structure (WBS), which identifies the deliverable item due dates, milestones, reviews, and meetings and which meets the completion date objective. Administer project contract and subcontracts and monitor progress. Discuss and coordinate project requirements with the CITY's Project Manager and designated project team contacts. Document time delays, scope of work variations, changes in input from entities and coordinate said documentation.
- Prepare and maintain project design files and supporting documentation for correspondence, reports, design details and calculations of quantities that are included in the plans. Maintain an information sheet that documents the name of each electronic file and any information necessary to identify the file and how it relates to the project.
- CONSULTANT will provide all deliverables, including deliverables submitted for review and comment, to CITY in electronic format.

1.2 Conduct Progress Meetings

- Hold informal progress and project related meetings at CONSULTANT's office, or at the CITY's office. The purpose of the progress meetings is to monitor the project schedule, review work, exchange information and ideas, and maintain a close working relationship. At a minimum, progress meetings will take place at biweekly intervals. For all meetings, provide meeting notes documenting the comments, decisions, and action items of responsible parties, to the CITY and for the project file, within 7 days. The meetings will review the following:
 - Recording and distributing meeting minutes by the CONSULTANT
 - Activities completed since the last meeting
 - Problems encountered
 - Activities required by the next progress meeting
 - Solutions for unresolved and anticipated problems and any late activities
 - Information or items required from other agencies and discuss agency coordination
- Other required meetings are described in the following sections

1.3 Monthly Progress Reporting

- Submit a monthly progress report providing a summary of the previous month's activities, overall progress achieved toward completion of the task order, any issues

that need to be resolved and activities that will be undertaken during the following month. The progress reports can be submitted with invoices.

1.4 Quality Control/Quality Assurance

- Follow a Quality Control/Quality Assurance (QA/QC) plan, including a process whereby all documents and supporting calculations submitted for review are fully checked by a qualified individual other than the originator. Provide the QA/QC documentation for CITY review upon request, including any check plans, checked computations, and notes to document the QA/QC activities.

TASK 2.0 - DATA COLLECTION

2.1 Review Project Data

- The CONSULTANT will review the initial concept, all technical issues, and all project requirements with the CITY.
- CONSULTANT will initiate written requests to secure data, maps, plans, and reports that may be available from agencies other than the CITY.
- CONSULTANT will obtain and review in its entirety the Planning and Environmental Linkage Study (PEL) for 56th Avenue from Havana Street to Pena Boulevard which was completed in February of 2010.
- Confirm project design criteria, including criteria for design of the Rocky Mountain wildlife refuge frontage.
- A report identifying the results of the project data review shall be submitted to the City Project Manager within one week of the review.

2.2 Design Surveys and Mapping

- Participate in pre-survey conference with CITY and CDOT staff.
- Identify already established vertical and horizontal control points.
- Obtain right-of-way entry permits from property owners where surveys (including environmental surveys and testing) are required outside the existing right-of-way.
- The CONSULTANT will plan and provide any required traffic control for the survey.
- Conduct ground surveys, including:
 - Use City and County of Denver Horizontal and Vertical control to establish a project coordinate system for the project. Prepare a project control diagram.
 - Survey topographic data along the project corridor (limits on 56th Avenue: up to 50-feet outside of the proposed right-of-way). Along side streets the limits will be approximately 150 feet to either side of the intersection with 56th Avenue, and within the existing side street right-of-way or existing building face. Survey limits will be confirmed with CITY staff prior to initiating work.
- Topographic data will be acquired along the corridor including the following:
 - Manhole rim elevations.

- Stormwater inlet rims and invert elevations and pipe sizes, inverts and directions in inlet. Inlet type and size to be noted.
- Locate curbs, gutters and sidewalks and survey topography at intersections, providing curb return elevations, radius returns and signal equipment information. Locate utility poles, junction boxes and any signs or markers indicating location of underground utilities on the project. This work to be coordinated with drilling of test holes where utility Blue Stakes will be used to mark locations.
- Any visible existing Range Points and Boundary Documentation within the project limits will be tied into the survey and referenced.

2.3 Traffic Data Collection

- Obtain traffic counts from City records to develop the ESAL's for the design period. Supplemental vehicle classification counts may need to be conducted by the Consultant that include percentage of trucks, directional split and turning movements. Traffic patterns and requirements will be coordinated with the City Transportation Engineering Department.

2.4 Right of Way Research and Surveys

- Right-of-way Ownership Maps will be prepared according to the Colorado Department of Transportation's (CDOT) Right-of-Way Manual.
- Identify affected ownerships from records provided by the CITY.
- Check CITY Records for subdivisions plats and vacations of streets.
- Establish basis of bearing and coordinates with CITY.
- Tie land corners which are surveyed for this project into the Colorado State Plane Coordinate System. The closure loop for the horizontal portion of the survey is required to close at a ratio of at least 1:20,000. The State Plane coordinates are to be shown in the plans, if required.
- Compute alignment and coordinates of all found legal monuments within the proposed right-of-way left and right of the centerline, if required.
- Determine opinions of existing right-of-way limits from deeds of record. Previous right-of-way plans, if available, will be provided by the CITY, if required.
- Determine an opinion of reconciliation overlaps and gaps in ownership, documenting method used, if required.
- Prepare an Ownership Map on 22" x 34" mylar sheets at a scale of 1"=200' over the rectified aerial photography showing all adjoining ownerships. CDOT Form 126-R will be used for this purpose. If the entire ownership will not fit on the sheet at this scale, an additional abbreviated Ownership Map may be used at a scale of 1"=1 mile, or other suitable scale, to show the configuration of large ownerships.
- On survey control plan, label all monuments found with descriptions of monument and coordinates. No property corners will be set as a part of this project.
- Number ownerships alternately as they occur along the centerline from south to north or west to east, in the same direction as the stationing.

- Show current recorded names of owners.
- Show seal, number and name of Professional Land Surveyor supervising the work in the lower right corner of the Ownership Map.
- The original Ownership Map will be submitted to the CITY for review.
- Title work, including title commitments, will be provided by the CITY.

2.5 Utility Research

- Identify the utility owners within the project corridor.
- Obtain utility key maps from utility owners to be used in conjunction with the survey ties to the Blue Stakes locations as outlined in Task 2.2.
- Conduct field reviews with utility owners as required.

2.6 Geotechnical Investigation

- Perform soils and pavement investigations, perform laboratory tests and provide preliminary pavement and foundation design recommendations.
- Perform soil corrosivity testing (soluble sulfates, pH, chlorides, and electrical resistivity) and provide recommendations to mitigate corrosion concerns or sulfate related concrete problems.
- Prepare a report summarizing all of the above tests, investigations, analyses, calculations and recommendations and submit to the CITY for acceptance. A Pavement Life Cycle Cost Analysis resulting in a Pavement Selection Report shall be produced by the CONSULTANT.

TASK 3.0 - PRELIMINARY-LEVEL DESIGN

3.1 Preliminary-Level Roadway Design

- Review survey data and enter topographic and survey data into computer base.
- Plot utility data on planimetric base sheets.
- Review with CITY staff the proposed roadway and lane widths.
- Prepare preliminary-level plans for the roadway design. Plans will include existing cultural features, existing utilities, right-of-way and easement information, roadway horizontal alignments and vertical alignments, north arrow, benchmarks and drainage features. Plans (when plotted at 22x34) will be at 1"=20' horizontal scale and 1"=5' vertical scale (for profiles). Typical sections and a cover sheet will also be provided.
- Preliminary-level quantity estimates and cost estimates will be prepared and submitted to the CITY with the preliminary-level design plans.

3.2 Preliminary Drainage Design

- The CONSULTANT shall coordinate with Denver Engineering Division Personnel in the Infrastructure Planning and Programming, Wastewater Management, and Capital Projects Management Divisions regarding master planning and drainage activities and issues that relate to this project.

- Establish drainage basin data: delineate, determine size, waterway geometric, vegetal cover, land use.
- Collect historical data; research flood history and previous designs in the proximity; and obtain data from other sources (e.g., Urban Drainage & Flood Control District, Colorado Water Conservation, CDOT Maintenance, and local residents).
- Select a storm frequency based on the CDOT Design Guide criteria. If it is not possible to use the CDOT Design Guide storm frequency criteria for a bridge or culvert design, the CITY should be notified. A risk analysis may be required but will not be accomplished without prior written approval from the CITY.
- Do a hydrological analysis using existing studies or approved methods (see CDOT Design Guide). For example: Compile precipitation and stream gauge data, select runoff parameters, analyze gauge data, and predict peak flows. Calculate run-off and design flow rates. Create runoff hydrograph as if storm routing is necessary.

For minor drainage structures:

- Determine location and crossing alignment. Identify channel centerline by highway station or coordinates, as appropriate.
- Determine the allowable headwater.
- Assess the degree of sediment and debris problems to be encountered.
- Type, size and shape of the structures.
- Prepare concept-level structure cross-sections to determine the elevations, flowlines, slopes and lengths of the structures. Indicate the flow quantity on the sections.
- Complete the design computations and documentations in accordance with the CDOT Drainage Design Guide.
- Determine high water level.

Prepare a Preliminary-level Hydraulics Report. Include the following:

- Hydrology analysis
- Minor structure hydraulic designs
- Structure cross-sections
- Permanent Best Management Practices (BMP) selection analysis in accordance with CDOT's New Development and Redevelopment Program
- Recommend preliminary permanent BMP locations
- Storm Water Pollution Prevention Plan
- Appendix
- Drainage basin maps
- Hydrology/hydraulic worksheets

3.3 Preliminary Structure Design

Major structures are bridges and culverts with a total length greater than twenty feet and retaining walls with a total length greater than one hundred feet and a maximum exposed height at any section of over five feet. This length is measured along centerline of roadway for bridges and culverts, and along the top of wall for retaining walls. Overhead signs structures (sign bridges, cantilevers, and butterflies extending over traffic) are also major structures, but are exempt from the structure concept-level design activity defined here.

Major structures shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications and the CDOT Bridge Design Manual.

Tasks apply, as appropriate, to the following structures:

- Retaining Walls (Peña Boulevard interchange)

- Noise walls

Structural Data Collection:

- Obtain the structure site data. The following data, as applicable, shall be collected: Typical roadway section, roadway plan and profile sheets showing all alignment data, topography, utilities, concept-level design plan, Right-of-Way restrictions, concept-level hydraulics and geology information, environmental constraints, lighting requirements, guardrail types, recommendations for structure type, and architectural recommendations.
- Obtain data on existing structures. When applicable, collect items such as existing plans, inspection reports, structure ratings, foundation information, and shop drawings.

Structure Selection and Schematic Layout:

- Review the structure site data to determine the requirements that will control the structure size, layout, type, and rehabilitation alternatives. On a continuing basis, provide support data and recommendations as necessary to finalize the structure site data.
- Determine the structure layout alternatives. For bridges, determine the structure length, width, and span configurations that satisfy all horizontal and vertical clearance criteria. For walls, determine the necessary top and bottom of wall profiles.
- Determine the structure type alternatives. For bridges, consider precast and cast-in-place concrete and steel superstructures and determine the spans and depths for each. For walls, determine the feasible wall types in accordance with the CDOT Bridge Design Guide Section 5.
- Determine the foundation alternatives. Consider piles, drilled caissons, spread footings, and mechanically stabilized earth foundations based on geology information from existing structures and early estimates from the project geologist. To obtain supporting information, initiate the foundation investigation as early as possible during the concept-level design phase.
- Determine the rehabilitation alternatives. Continued use of all or parts of existing structures shall be considered as applicable. The condition of existing structures

shall be investigated and reported. Determine the modifications and rehabilitation necessary to use all or parts of existing structures and the associated costs.

- Develop the staged construction phasing plan, as necessary for traffic control and detours, in conjunction with the parties performing the roadway design and traffic control plan. The impact of staged construction on the structure alternatives shall be considered and reported on.
- Compute preliminary-level quantities and preliminary-level cost estimates as necessary to evaluate and compare the structure layout, type, and rehabilitation alternatives.
- Evaluate the structure alternatives. Establish the criteria for evaluating and comparing the structure alternatives that, in addition to cost, encompass all aspects of the project's objectives. Based on this criteria, select the optimum structure layout, type, and rehabilitation alternative, as applicable, for recommendation to the CITY.
- Prepare concept-level general layout for the recommended structure. Prepare structure layouts in accordance with the CDOT Bridge Detailing Manual. Special detail drawings and a detailed concept-level cost estimate shall accompany the general layout. The special detail drawings shall include the architectural treatment. Perform an independent design and detail check of the general layout.

Prepare a structure selection report to document, and obtain approval for, the structures concept-level design. By means of the structure general layout, with supporting drawings, tables, and discussion, provide for the following:

- Summarize the structure site data used to select and layout structures. Include the following:
 - Existing structure data, including sufficiency rating and whether or not the structure is on the "select list"
 - Project site plan
 - Roadway vertical and horizontal alignments and cross sections at the structure
 - Construction phasing
 - Utilities on, below, and adjacent to the structure
 - Hydraulics: Channel size and skew, design year frequency, minimum low girder elevation, design year and 500 year high water elevations, estimated design year and 500 year scour profiles, and channel erosion protection
 - Preliminary geology information for structure foundation
 - Architectural requirements
- Report on the structure selection and layout process. Include the following:
 - Discuss the structure layout, type, and rehabilitation alternatives considered.
 - Define the criteria used to evaluate the structure alternatives and how the recommended structure was selected.

- Provide a detailed preliminary-level cost estimate and general layout of the recommended structure.
- Obtain acceptance by the CITY on the recommended structure and its layout. Allow approximately two weeks for review of the structure selection report. The associated general layout, with the revisions required by the CITY review, will be included in the concept-level design plans. The work schedule shall be planned accordingly. The structure selection report, with the associated general layout, must be accepted in writing by the CITY prior to the commencement of further design activities.
- Foundation Investigation Request. Initiate the foundation investigation as early in the concept-level design phase as practical. On plan sheets showing the project control line, its stations and coordinates, as well as any utilities, identify the test holes needed and submit them to the project geologist. The available general layout information for the new structure shall be included in the investigation request.

3.4 Preliminary Streetscape Concepts

- Prepare concepts for streetscape elements including multi-use trail, and tree lawn/median landscape concepts.
- Gateway monuments and public art at the Peña Boulevard interchange are excluded from this scope of services.

3.5 Preliminary Traffic Engineering Plans

- Prepare preliminary traffic signal layouts. Locations to include: 56th/Chambers, 56th/Peña (west ramps) and 56th/Peña Boulevard (east ramps)
- Identify preliminary locations for street lighting.

3.6 Preliminary Construction Phasing Plans

- Review preliminary-level design plans to determine a logical approach for staged construction.
- Prepare a schematic construction-staging plan to illustrate possible construction staging.
- Prepare preliminary-level quantity and cost estimates for construction traffic control items.

3.7 Initial Utility Coordination

- Send copies of preliminary plans to utility companies to request verification of existing and proposed utility locations shown on plans.
- Identify utility conflicts and potential relocations.
- Pothole utilities (assume 15 locations).
- Prepare a utility "Clearance Letter" that will list all utilities known to require relocation as a part of the road construction.

3.8 Preliminary Design Review

- Arrange and attend a preliminary design review meeting with CITY Staff and other affected parties.
- Prepare and distribute minutes of the preliminary design review meeting.
- Make minor revisions to plans as agreed to by the CONSULTANT and CITY.
- Prepare a list of design recommendations to be incorporated into the final plans.
- Submit a list of all deviations from standard design criteria along with the written justification for each one. Obtain concurrence from affected agencies or utility companies.

3.9 Value Engineering

- No value engineering studies are included in this scope of services.

TASK 4.0 - ENVIRONMENTAL CLEARANCE

4.1 Scoping

- The CONSULTANT shall arrange and attend an environmental scoping meeting with CITY Staff and other affected parties.

4.2 Data Review and Documentation

- CONSULTANT will review relevant environmental resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: right-of-way acquisition, Section 4(f) resources, T&E species, air quality, and noise.
- CONSULTANT will complete the Categorical Exclusion Form (CE). CONSULTANT will obtain agency concurrences and produce supplemental information to attach to the Form. Figures and resource maps will also be required to be attached to the Form and produced or obtained by CONSULTANT.

4.3 Public Involvement

During the entire duration of the design and construction of this project, the CONSULTANT shall continually maintain a primary public relations contact and coordination person. This person shall be responsible for communicating and resolving project issues with all individual property owners and users, Neighborhood Groups, the traveling public, and all other interested parties. In addition, throughout the duration of design and construction of this project, the CONSULTANT (but not necessarily the public relations contact and coordination person) must work closely with many parties to build a solid consensus for the project. These groups include, but are not limited to:

- City and County of Denver Agencies, as well as Denver City Council
- Public and private utility organizations
- Police and Fire Departments
- Public Agencies, including Adams County, FHWA, CDOT, DRCOG, RTD, DIA, and USF&WS.

- Win-Win Coalition

TASK 5.0 - FINAL DESIGN (80% DESIGN LEVEL)

Following the CITY and CDOT review of the preliminary plans and, at the direction of the CITY, the following final design work will be completed:

5.1 Public Coordination

The CONSULTANT will organize, prepare for, conduct, and document one (1) public information meeting. The meeting will be held in a workshop format and include a technical presentation.

The CONSULTANT will:

- Arrange for meeting location and facilities. Any fees for meeting facilities will be paid directly by the CONSULTANT.
- Prepare handouts, exhibits, and a PowerPoint presentation.
- Provide all public involvement materials, including notifications, advertisements, handouts, exhibits, etc. in advance for approval by the CITY.
- Prepare and mail public meeting notices to persons on mailing list. Notices will be mailed at least 10 days in advance of the meetings.

5.2 Design Surveys and Mapping

- CONSULTANT will identify and conduct any additional field survey and mapping that is required to complete the design.
- CITY will provide right-of-way entry permits for CITY owned property. CONSULTANT will secure right-of-way entry permits from private property owners where surveys are required outside the existing right-of-way.
- The CONSULTANT will plan and provide any required traffic control for the survey.
- CONSULTANT will prepare Project Control sheet detailing sufficient horizontal and vertical survey control points and coordinates to construct the Project.

5.3 Geotechnical Investigation

- Finalize the Life Cycle Cost Analysis and Pavement Selection Report; Provide geotechnical investigation and final pavement design
- Finalize and provide structure foundation recommendations.
- Prepare a geotechnical design report summarizing all of the above tests, investigations, analyses, calculations and recommendations and submit to the CITY for acceptance.

5.4 Final Roadway Design

- Resolve design questions raised in the Preliminary Design Review meeting in cooperation with the CITY. Document the decision and transmit the documentation to the CITY for approval.
- Revise preliminary roadway plans based on preliminary plan review comments.

- Prepare plan and profile sheets, including line drawing of existing topography, survey alignment, projected alignments, profile grades, existing ground lines, existing ROW, structure notes, top and toe of slopes, existing utilities, proposed right-of-way, existing ownerships and soil profile. The original plan sheets shall be 22 inches by 34 inches and the maximum size of the content, including border, shall be 20 inches by 31.5 inches.
- Prepare cross-sections of the existing ground and proposed roadway subgrade template (at 50-foot intervals) with earthwork volumes and areas.
- Prepare pavement jointing plans (at 1"=20' full-size scale; 1'= 40' half-size scale)
- Prepare detailed intersection plans
- Prepare detail sheets for various miscellaneous project components.
- Prepare Summary of Approximate Quantities.

5.5 Final Major Structural Design

- Tasks apply, as appropriate, to the following structures:
 - Retaining Walls (Peña Boulevard interchange)
 - Noise walls
- During the conduct of this activity, the Consultant shall participate in structural review meetings (approx. five meetings) with the CITY Structural Reviewer and other affected parties as required by the CITY. The design shall be in accordance with the AASHTO LRFD and the CDOT Bridge Design Manual.
- Document the design with design notes, detail notes, and computer outputs.
- Perform final design check from design and detail notes.
- Prepare structure plans and specifications.
- Prepare and provide the Structural Plans and Specifications, including any revisions identified during the independent check.
- Independent design, detail, and quantity check.

5.6 Final Hydraulic Design

- Data Review and Detail Design. Review data and information developed under the Preliminary Hydraulic Investigation and update in accordance with decisions made at the Preliminary Design Review meeting. Provide detailed design of the Preliminary Design concept including removals.
- Storm Water Pollution Prevention Plan. Finalize the Storm Water Pollution Prevention Plan in accordance with decisions made at the Preliminary Design Review meeting and on additional investigation since the Preliminary Design Review meeting.
- Storm Drain Design. The final design shall include:
 - The final configuration, size and skew of the outfall systems and minor storm sewer systems and culverts.

- Design water surface elevations in retention ponds.
- Elevations, flowlines and hydraulic information in accordance with the CDOT Drainage Design Guide.
- Erosion protection limits and details for the outlets.
- Grading plans and details for retention ponds.
- Removals tabulation of drainage quantities.
- Structural details for special structures, such as water quality manholes and outlet structures for detention ponds.
- Prepare final structure sections to determine elevations, slopes and lengths of structures. Indicate the flow quantity and hydraulic grade line or head water depth on sections.
- Prepare NPDES Storm Water Permit for construction activities permit application.
- Prepare a Final Hydraulics Report to include the following:
 - Revisions to the preliminary hydraulics report as necessary to document the final design of the project.
 - Finalize Storm Water Pollution Prevention Plan.
 - The format of the report will be in accordance with Chapter 4 of the CDOT Drainage Design Guide.

5.7 Final Construction Phasing and Traffic Control Plans

- Prepare detailed construction phasing plans (at 1"=40' full-size scale; 1"= 80' half-size scale) showing construction work zones. Coordinate construction phasing plans with roadway jointing/laneage plan to maximize constructability.
- Construction traffic control plans are excluded from this scope of services.

5.8 Final Traffic Engineering Plans

- Prepare signing and striping plans.
- Prepare tabulation of signs and pavement markings.
- Finalize traffic signal plans.
- Prepare tabulation of traffic signal quantities.

5.9 Final Lighting Plans

- After approval of the locations of the lights, the lighting design will be completed with the following information shown on the plan sheets:
 - Circuit type and voltage of power source
 - Location of power source (coordinated with the utility engineer)
 - Luminaire type and lumens

- Light standard type and mounting height
- Bracket arm type and length
- Foundation details
- Size and location of electrical conduit
- Locations of power sources(s)/lighting control center(s) (if appropriate)
- Location of direct burial cable
- Size of wiring and/or direct burial cable

5.10 Final Landscape and Irrigation Plans

- Prepare final landscape and irrigation construction plans incorporating public and staff input from preliminary design phase, and review with CITY.
- Incorporate final design review comments into final plan package.
- Gateway monuments and public art at the Peña Boulevard interchange are excluded from this scope of services.

5.11 Final Utility Coordination

- Following the finalization of the roadway horizontal alignment and profile grade and the horizontal location of drainage structures, sewers, and other underground structures, coordinate with the CITY and utility companies to finalize utility clearances.
- Attend and conduct all utility coordination meetings.
- Prepare a utility “Clearance Letter” that will list all utilities known to require relocation or adjustment as a part of the road construction.
- The CONSULTANT will prepare, distribute and coordinate the utility clearance letters to the parties involved.
- Prepare the final utility plans following the resolution of the Preliminary Design Review comments.
- The CONSULTANT shall perform all of the services and functions required to obtain CDOT Utility Clearance, including drafting concurrence letters and writing Utility Specification.
- Add the new or revised utility locations to the plan topography. Add appropriate pay items and specifications, if required, to adjust utilities.
- All utility matters shall be in accordance with CDOT requirements in order to obtain CDOT utility clearance.

5.12 Final Right Of Way

- Calculate areas of easements in accordance with CDOT Right-of-Way Manual.
- Prepare legal descriptions of easements as directed by the CITY Surveyor’s office.
- Prepare Control Survey Plot.

- Prepare ROW plans and ownership map.
- All right-of-way matters shall be in accordance with CDOT requirements in order to obtain CDOT ROW clearance, and the CONSULTANT shall provide required support services to obtain the CDOT clearance.

5.13 Final Design Review Meeting

- The Final Design Review plans shall include the following sheets:
 - Title Sheet
 - CDOT Standard Plans List
 - Typical Sections
 - General Notes
 - Summary of Approximate Quantities
 - Appropriate Individual Quantity Tabulations
 - Special Details
 - Survey Control Diagram
 - Roadway Plan and Profiles
 - Intersection Plans
 - Jointing Details
 - Structure Plan and Details
 - Drainage Plans
 - Stormwater Management Plan
 - Traffic Signing and Pavement Marking Plans
 - Traffic Signal Plans and Details
 - Roadway Lighting Plans
 - Sidewalk/Pedestrian Path and Landscape Plans
 - Utility Locations/Relocations and Utility Specifications in accordance with CDOT requirements
 - Right-of-Way Plans
 - Roadway/Roadside Cross Sections
- Prepare a list of the Standard Special Provisions that are applicable to the project.
- Provide unique Project Special Provisions for items, details and procedures not adequately covered by CDOT's Standard Specifications and Standard Special Provisions, current edition.

- Coordinate all details related to permits required for the project.
- Prepare the Final Design Review engineer's opinion of probable construction cost. CDOT-format item numbers, descriptions, units and quantities shall be listed and submitted to the CITY.
- Distribute the plans (half-size) to the CITY, utility companies and other stakeholders for review two (2) weeks prior to the Final Design Review meeting.
- The plans and special provisions will be reproduced and distributed by the CONSULTANT.
- Electronic submittals of the deliverables above will be provided by the CONSULTANT to the CITY per City requirements.
- Organize and conduct the Final Design Review meeting. The Final Design Review meeting minutes shall be prepared by the CONSULTANT, approved by the CITY, and distributed by the CONSULTANT as directed.
- Obtain CDOT clearance and approval to advertise for bids for construction.

TASK 6.0 - PRECONSTRUCTION (100% DESIGN LEVEL)

- Construction Plan Package - Revise the Final Design Review plan sheets and the specifications in accordance with comments received at or prior to the Final Design Review meeting and submit to the CITY within two (2) weeks after the Final Design Review meeting.
- The bid plan construction contract package shall consist of the revised Final Design Review plans and will completely describe the work required to build the project including project dated special provisions and detailed quantities.
- One paper (half-size) set of the plans and one original set of special provisions will be submitted by the CONSULTANT to the CITY for reproduction and distribution by the CITY.
- One copy of the revised engineer's opinion of probable construction cost will be submitted by the CONSULTANT to the CITY
- Submit design data in electronic format.
- CITY will prepare and assemble the bid package, including bid forms, contract documents and general conditions of the construction contract. Standard CITY and CDOT forms and formats will be utilized for contract documents and general conditions.
- Record Plan Sets - Produce two (2) record plan sets (half size) for final design of roadways and structures which bear the seal and signature of the responsible Colorado Registered Professional Engineer on each sheet. One (1) set shall be retained by the CONSULTANT for three (3) years. The other set shall be submitted to the CITY.

TASK 7.0 - ADDITIONAL SERVICES

Additional services are tasks that may be required to be completed as a part of the design work, or during construction, but the need and extent of the additional work is unknown at the time the

work scope has been prepared, prior to initiating the work. The following work scopes are “best estimates” or are “in anticipation” of the work that may be required.

None of the additional services work tasks will be completed without the authorization of the CITY’s Authorized Representative. At the time the need for the additional service is determined, the anticipated work scope will be reviewed for appropriateness. At the time, the CONSULTANT will advise the CITY of the adequacy of the anticipated work scope and whether more or less effort is needed. The adequacy of the established budget will also be reviewed. Every effort will be made to complete authorized, additional services, including revised work scopes, within the established budgets.

Should additional work to that anticipated herein be requested or determined necessary, the CITY may authorize additional budget amounts. Should the CITY choose not to authorize the additional work and budget amounts, the CONSULTANT is not obligated to complete additional work beyond the amount previously authorized and approved. All Additional Services work will be performed on time and expense basis with costs not to exceed the budget amounts authorized by the CITY. Hourly billing at the rates in the CONSULTANT’s Fee Schedule attached to the Contract will be the basis for establishing the CONSULTANT’s cost.

Additional services may include:

TASK A – BIDDING, BID EVALUATION & PRE-CONSTRUCTION PHASE

A.1 Pre-Bid Meeting

- The CONSULTANT will attend the pre-bid meeting and site visit (if held) to respond to inquiries and requests for interpretation by prospective bidders.

A.2 Bid Evaluation & Assistance

- The CONSULTANT will assist the CITY in preparing written responses or addendum material as required.
- The CITY shall distribute such responses and addenda to prospective bidders.
- The CONSULTANT will assist the CITY in reviewing, checking, evaluating and tabulating bids.
- The CONSULTANT will advise the CITY on the acceptability of substitutions of materials, equipment or construction methods suggested by prospective bidders prior to bid opening.

TASK B - DESIGN SUPPORT DURING CONSTRUCTION

- B.1 CONSULTANT will attend the Pre-construction meeting.
- B.2 CONSULTANT will participate in the construction weekly meeting. CONSULTANT will present the key items and potential problems based on the contractor's weekly construction schedule. Fees for this task were developed based on a 16-month construction period.
- B.3 CONSULTANT will review shop drawings and other deliverables submitted by the contractor and provide comments or approvals in a timely manner.
- B.4 On-going support to the CITY project manager will be provided as required. CONSULTANT will prepare monthly invoices for construction period support services.
- B.5 Public Involvement during Construction
 - If it is determined by mutual agreement between the CONSULTANT and CITY that additional public involvement is required during construction, the CONSULTANT will provide public involvement activities to provide continuity from the design phases.

TASK C - CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Provide full-time staff support to assist the CITY Project Manager with services required to assess that the construction of the project is in accordance with plans, specifications and special provisions. CONSULTANT staff proposed for this task order includes one (1) full-time senior inspector/project engineer, one (1) part-time project manager, and administrative support staff. Staff assigned to the project will have experience with federally funded projects and CDOT documentation requirements.

- C.1 Prepare documentation, daily diaries, quantity calculations and change orders as directed by the City's Project Manager. Provide all correspondence and applicable CDOT forms to the City's Project Manager for review and approval.
- C.2 Monitor Erosion Control subcontractor to comply with CDPHE permit requirements.
- C.3 Materials testing .

PROJECT DELIVERABLES

The CONSULTANT shall deliver to the CITY the designated number of copies of the following documents at the appropriate times during the project, as outlined in this Scope of Services:

TASK 1.0 - PROJECT MANAGEMENT

- One (1) copy of each:
 - Original Minutes of Meetings and Phone Conversations

TASK 3.0 - PRELIMINARY-LEVEL DESIGN:

- Fifteen (15) copies each:
 - Half-size Preliminary-level Design Plans
 - Preliminary-level Construction Cost Estimate

TASK 5.0 - FINAL DESIGN

- Ten (10) copies each:
 - Half-size Final Design Review Plans
 - Final Design Engineer's Opinion of Probable Construction Cost
 - Special Provisions
- One (1) copy each:
 - Original hard copy of bid package and project special provisions
 - Original Half-size Final Plans
 - Utility "Clearance Letter"
 - Right-of-Way "Clearance Letter"
 - Final Hydraulics Report
 - Miscellaneous Design Calculations
 - Original Minutes of Meetings and Telephone Conversations

TASK 6.0 - PRECONSTRUCTION

- One (1) copy each (hard copy and electronic version):
 - Half size preconstruction plans
 - Special Provisions
 - Engineer's Opinion of Probable Construction Cost

Exhibit B
56th Avenue, Chambers Road to Peña Boulevard
Workhour Estimate

	Princ	URS					Total Hours	% of Project
		Proj Mgr/ Sr Mgr	Sr. Eng.	Eng.	Tech	Admin		
TASK 1.0 - PROJECT MANAGEMENT								
1.1	2	8				40	50	1%
1.2	6	60	40				106	2%
1.3		20				100	120	2%
1.4	24	40	40	24			128	3%
TASK 2.0 - CONCEPTUAL DESIGN								
2.1		40	80	120	90		330	7%
TASK 3.0 - PRELIMINARY DESIGN (30% DESIGN LEVEL) - Peña TO TOWER								
3.1								
3.2								
3.3			16	24			40	1%
3.4		8	16				24	0%
3.5		8	20		40		68	1%
3.6		4					4	0%
3.7		16					16	0%
3.8	2	16	16		16		50	1%
TASK 4.0 - PRELIMINARY DESIGN (30% DESIGN LEVEL) - HAVANA TO PEORIA								
4.1		24	100	160	160		444	9%
4.2		8	40	80	120		248	5%
4.3								
4.4		8	16				24	0%
4.5		8	40		40		88	2%
4.6		8	8	24	40		80	2%
4.7		16					16	0%
4.8	2	16	16		16		50	1%
TASK 5.0 - PRELIMINARY DESIGN (30% DESIGN LEVEL) - CHAMBERS TO Peña								
5.1		40	220	320	360		940	19%
5.2		16	40	80	120		256	5%
5.3		16	8	20	40		84	2%
5.4		16	16				32	1%
5.5		8	80		120		208	4%
5.6		8	24	60	60		152	3%
5.7		24					24	0%
5.8	2	16	16		16		50	1%
TASK 6.0 - ENVIRONMENTAL CLEARANCE - \$5M PROJECT								
6.1		16	16				32	1%
6.2		40	40	80	40		200	4%
6.3	2	40	24	24	24		114	2%
TASK 7.0 - FINAL DESIGN (80% DESIGN LEVEL) - \$5M PROJECT								
7.1		4	4				8	0%
7.2		4	4				8	0%
7.3		4	4				8	0%
7.4		24	60	120	120		324	6%
7.5		8	8	40	80		136	3%
7.6		8	8	40	40		96	2%
7.7		8	8	40	40		96	2%
7.8		8	24		40		72	1%
7.9		4	8				12	0%
7.10		16	8				24	0%
7.11		16	8				24	0%
7.12		8	8				16	0%
7.13	2	20	16		16		54	1%
TASK 8.0 - PRECONSTRUCTION (100% DESIGN LEVEL) - \$5M PROJECT								
		24	40	40	48		152	3%
Summary								
Sub-total Hours	42	704	1140	1296	1686	140	5,008	100%
Hourly Rate*	\$196.00	\$196.00	\$134.00	\$103.00	\$88.00	\$72.00		
Sub-total \$	\$ 8,232	\$ 137,984	\$ 152,760	\$ 133,488	\$ 148,368	\$ 10,080		

Total Labor Cost (URS)	\$	590,912	
URS Reimbursable Direct Expenses (1% of direct labor)	\$	5,788	
URS Fee on subconsultants (0%)	\$	-	
Total - URS	\$	596,700	
Subconsultants			
All Traffic Data Services	\$	1,800	0.2%
Belay Communications	\$	45,000	5.0%
Clanton & Associates	\$	27,000	3.0%
Geocal Inc	\$	18,000	2.0%
Hankard Environmental	\$	13,500	1.5%
Merrick & Company	\$	108,000	12.0%
Pinyon Environmental	\$	45,000	5.0%
PKM Design	\$	45,000	5.0%
Project Subtotal	\$	900,000	33.7%
Additional Services (Contingency)	\$	-	
Project Total	\$	900,000	

*Estimated average rates. See rate schedule.
\$100K of advance work on this project to be performed under a task order contract.

EXHIBIT B

56th Avenue Corridor

URS CORPORATION RATE SCHEDULE

Personnel Classification	Billing Rate Per Hour (\$)
Principal	\$ 196.00
Project Manager/Sr. Manager	\$ 196.00
Consultant	\$ 185.00
Professional Engineer/Scientist 3	\$ 170.00
Design Manager	\$ 165.00
Professional Engineer/Scientist 2	\$ 155.00
Manager	\$ 144.00
Professional Engineer/Scientist 1	\$ 144.00
Senior Engineer/Scientist	\$ 134.00
Resident Representative	\$ 129.00
Project Engineer/Scientist	\$ 124.00
Technician 4/Field Supervisor	\$ 113.00
Staff Engineer/Scientist	\$ 103.00
Technician 3/Senior Drafter	\$ 98.00
CADD/Technician 2	\$ 88.00
Project Controls	\$ 82.00
Technician 1/ Tester	\$ 72.00
Admin	\$ 72.00
Clerical	\$ 67.00

Reimbursable Expenses

Item	Charge Rate
Mileage (Field Vehicles)	\$ IRS rates
Deliveries/Courier	At Cost
Outside - Materials/Supplies/Services (including reproduction)	At Cost
Subconsultants	At Cost

EXHIBIT B

56th Avenue, Chambers to Peña Boulevard
Key Staff

<u>URS Corporation</u>	<u>(Rate Classification)</u>
Liz Davis	(Project Controls)
John Hausman	(Staff Engineer/Scientist)
Margie Krell	(Professional Engineer/Scientist 1)
Michelle Morgan	(Professional Engineer/Scientist 1)
Reynee Nuetzel	(Senior Engineer/Scientist)
Ted Rutledge	(Principal)
Mark Schaefer	(Project Manager/Sr. Manager)
Paul Wells	(Professional Engineer/Scientist 2)

All Traffic Data Services

Eric Boivin

Belay Communications

Amy Ford

Kip Cheroutes (LXC Strategies)

Clanton & Associates

Gregg Adams

Geocal Inc.

Ron Vasquez

Hankard Environmental

Jeff Cerjan

Merrick & Company

Michael Martin

Ken Ouellette

Brian Poling

Pinyon Environmental

Julia Auckland

Brian Partington

PKM Design Group

Patti Miers

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2012

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
URSCOR-WC-CO-12-13 Den CO PWC20	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: center;">19445100</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td style="text-align: center;">16535100</td> </tr> <tr> <td>INSURER C : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER D : Insurance Company Of The State Of PA</td> <td style="text-align: center;">19429100</td> </tr> <tr> <td>INSURER E : Lexington Insurance Company</td> <td style="text-align: center;">19437000</td> </tr> <tr> <td>INSURER F : Lloyd's Of London & British Companies</td> <td style="text-align: center;">15792004</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445100	INSURER B : Zurich American Insurance Company	16535100	INSURER C : N/A	N/A	INSURER D : Insurance Company Of The State Of PA	19429100	INSURER E : Lexington Insurance Company	19437000	INSURER F : Lloyd's Of London & British Companies	15792004
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INSURED URS Corporation 8181 E. Tufts Ave. Denver, CO 80237															

COVERAGES CERTIFICATE NUMBER: SEA-002310639-08 REVISION NUMBER: 27

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL4870829	05/01/2011	06/01/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP938521502	05/01/2011	06/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 021417581	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	Prof. Liab w/Lmtd Contractual			015438088	05/01/2011	06/01/2012	Each Claim \$1,000,000
F	Claims Made / Retro 11-17-1938			PE1105150/PE1105490	05/01/2011	06/01/2012	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Contract #: 201205382.

The City and County of Denver, its elected and appointed officials, employees and volunteers are named Additional Insureds with regards to the commercial general liability policy and the business auto liability policy.

State of Colorado is included as Additional Insured as respects the General Liability policy.

CERTIFICATE HOLDER City and County of Denver 201 W. Colfax Ave Denver, CO 80202	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Lynne Harrington
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