

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **STANLEY CONSULTANTS, INC.** (the "Design Consultant" or "Consultant"), an Iowa corporation registered to do business in Colorado, whose address is 8000 South Chester Street, Suite 500, Centennial, Colorado 80112.

SECTION 1 – ENGAGEMENT

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

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

(a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by

competent professionals who perform work of a nature similar to the Work described in this Agreement.

(b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

(c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession.

(d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.

(e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.

(f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

(g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).

(h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.

(i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.

(j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

(a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.

(b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.

(c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

(a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

(b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

(a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.

(b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design

Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.

(c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.

(d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.

(e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

(f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.

(g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.

(h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.

(i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.

(j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information

describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.

(k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

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

(b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.

(c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.

(d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.

(e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.

(f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.

(g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

2.08 Additional Services.

(a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant,

then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).

(b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibit A**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

(c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:

(1) The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit A**;

(2) The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and

(3) The Design Consultant's actual reproduction cost for drawings.

(d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.

(e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Surveying and Testing.

(a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.

(b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.

(c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or

inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.

(d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.

(e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.

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

(g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

2.10 Compliance with M/WBE Requirements.

(a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **25%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **25%**.

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

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

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

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

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

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **SEVEN HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND SEVENTY-ONE CENTS (\$794,770.71)**, in accordance with the billing rates and project budget stated in **Exhibits**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses No reimbursable expenses are permitted under this agreement unless they are specifically listed in **Exhibit A** or pre-approved in writing by the City. The City will not compensate the Consultant for expenses such as postage, local travel, mileage, telephone, parking, letter sized reproductions or messenger service costs incurred in connection with this Agreement. Such costs are included in the hourly rates paid by the City.

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 Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

3.04 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND SEVENTY-ONE CENTS (\$794,770.71)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.

(b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the Agreement.

SECTION 4 – TERM AND TERMINATION

4.01 Term.

The Agreement will commence on November 1, 2018 and expire on August 31, 2019, unless sooner terminated as provided in this Agreement.

4.02 Termination.

(a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.

(b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.

(c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.

(d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.

(e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.

(f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.

(g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

(a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.

(b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Design Consultant.

5.02 Ownership of Documents.

(a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same,

including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.

(b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

(c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

(d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.

(e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

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

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

papers and records of the Design Consultant, involving transactions related to this Agreement.

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

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

5.07 Insurance.

(a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance:** Consultant shall provide a copy of this Agreement to

its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may

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

(d) **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

(e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

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

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

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

(j) **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

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

5.08 Defense & Indemnification.

(a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

(c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

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

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

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

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

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

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

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

5.13. Conflict of Interest.

(a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

(b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the

judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

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

5.17 Proprietary or Confidential Information.

(a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

(b) Design Consultant's Information: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to

protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

(a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

(b) The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(c) The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

(d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance,

the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

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

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

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

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

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

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

to the City: Executive Director of Public Works
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

to the Design Consultant: Stanley Consultants, Inc.
8000 S. Chester Street, Suite 500
Centennial, Colorado 80112

The addresses may be changed by the Parties by written notice.

5.26 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

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

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

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201843158-00

Contractor Name: STANLEY CONSULTANTS, INC.

By: Marvinetta L. Hartwig

Name: Marvinetta L. Hartwig
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





**SCOPE OF WORK
CITY AND COUNTY OF DENVER
Mill Levy Package #15**

I. Introduction

The goal of the City and County of Denver (City) PW Transportation & Mobility is to improve public safety for all modes of transportation on city streets. The age and poor safety record of nineteen (19) traffic signals on 6th and 8th Avenue, two major roadways that connect Denver to the surrounding metro area, warrant a complete reconstruction to meet safety standards. The 2017 Mill 15 Traffic Signal Upgrade project is programmed to improve traffic safety on these two roadways by redesigning and reconstructing the 19 signals to meet current safety standards. The scope of work is to replace existing signals with new signals that follow current City standards and MUTCD criteria and also to reconstruct the intersections to comply with latest safety criteria. The locations of these 19 traffic signals are at the following intersections:

- | | |
|---------------------------------|-------------------------------|
| 1. 6th & Speer/Sherman | 1. 8th & Grant |
| 2. 6th & Grant | 2. 8th & Logan |
| 3. 6th & Logan | 3. 8th & Washington |
| 4. 6th & Washington | 4. 8th & Clarkson |
| 5. 6th & Clarkson | 5. 8th & Corona |
| 6. 6th & Corona | 6. 8th & Downing |
| 7. 6th & Downing | 7. 8th & Williams/High[MB] |
| 8. 6th & Franklin/Gilpin | 8. 8th & York |
| 9. 6th &
Columbine/Elizabeth | 9. 8th & Josephine |
| | 10. 8th & Clayton/Detroit[MB] |

The Mill 15 Traffic Signal Upgrade project is to redesign and reconstruct 19 traffic signals on the 6th and 8th Avenue corridors. Based on the agency's crash data, these 19 aging traffic signals on the two corridors have a poor safety record and the traffic signal upgrade project will improve safety by reconstructing the signals to meet all current City safety standards. All signal upgrades will include the standard mast arm signal poles and mast arms for greater stability, large 12" signal heads per lane and 16" countdown pedestrian signal faces for greater visibility, upgraded controllers and cabinet with standard UPS to keep the signal operating in an event of an electrical blackout, detection camera system for left turns and greater reliability, upgraded emergency preemption system for emergency vehicle services, and enhanced signing and striping package

Design of the traffic signals shall be per City standards and MUTCD criteria, and the intersection design will be geometric layout and vertical design of the curb ramps, sidewalk, curb and gutters, and curb returns for enhanced pedestrian and vehicular accesses. Additional civil design may include pavement, utility, roadway, drainage, and striping.

In addition to the traffic signal and the intersection design, traffic signal timing of the 19 signals is included in this project. This includes preparing Synchro models and Tru-Traffic files for each signal by time-of-day plan (AM, PM, All-Other-Times), traffic data collection, before and after run study, and signal timing work orders for each intersection.

II. Scope of Work

It is anticipated that this project will consist of 11 tasks as follows:

1. Project Administration
2. Survey

Exhibit A



- 3A. Utility Coordination
- 3B. Utility Design
4. Conceptual Layout
5. Preliminary Design
6. Final Design Review
7. Final Construction Plans
8. Construction Specification & Engineer's Estimate of Probable Cost
9. Construction Bid Documents (AD Set)
10. Signal Timing
11. Design Progress/Coordination Meeting

Task 1 - Project Administration

This task entails the effort required to set up, administer, coordinate and generally manage the overall project. Efforts include project set up, internal staff communications, coordination and meetings with the CCD Project Management Team, invoicing and project close out

Task 2 – Survey

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

Task Description

- Provide required traffic control for survey activities.
- Depict topography, physical features and utilities on the base mapping along with existing right-of-way and property ownership. Prepare survey control map depicting locations of project monuments. All work of surveying and installation of monuments shall be in accordance with CCD requirements.
- Locate subsurface investigation test holes in association with Task 3.
- * Locate utility potholes in association with Task 3. It is assumed that there will be up to 20 potholes. (*This work is shown as additional service in the fee proposal.)

Produce a planimetric map of the project area. Features located will include, but not limited to surface and subsurface drainage features, irrigation ditches/conduits, lawn irrigation, signs, pavement marking, mailboxes, fences, driveways and/or curb cuts, curbs, sidewalks, and edges of pavements (asphalt and concrete). Grate and invert elevations approximately 100 feet down each leg of every intersection. Survey services to be provided per the “Guidelines for Survey Control for Design of City Projects” as described on the following webpage:

<https://www.denvergov.org/content/denvergov/en/right-of-way-services/survey/guidelines-survey-control-design-of-city-projects.html>

CCD will provide preliminary right-of-way information and digital aerial images via AutoCAD files. Existing right-of-way will be surveyed and shown on the plans. It is assumed that all work will be in ROW and no easements or acquisitions are required.

- Obtain utility location maps from the Utility Companies, which identify utility facility locations in the project area. The field survey will locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Underground utilities will be shown as marked by utility companies. Obtain invert elevations of manholes and vaults from outside of the manhole or inlet. Utility surveys will be accomplished within the project limits. Show the horizontal and vertical locations in the design plans and cross-sections.
- Locate storm sewer pipes and inlets and determine invert elevations.

Exhibit A



- Prepare a survey control perpetuation diagram providing coordinate locations for all found monuments and re-set destroyed monuments post-construction.

All survey work will be performed within the right-of-way and field personnel will not be entering onto private properties. Right-of entry is not included.
City and County of Denver right-of-way permit fee is not part of this scope

Task 3 – Utility Coordination & Design

This task will identify all existing utilities in the project area, collect utility key maps from the utility owners, reconcile survey and key map information and prepare a utility base map. This task also includes identifying any potential utility conflicts. Stanley Consultants, Inc. will work with the CCD to coordinate with impacted utility owners.

Task 3A – Utility Coordination

This task is in support of the City & County of Denver's efforts to coordinate with utility companies and obtain utility agreements with the affected utility companies for the project described in the overview.

Task Description

- Develop utility base map from survey/utility key maps.
- Identify utility contacts
- Obtain easements, license agreements, and relocation agreements from Utility companies as applicable and provide to CCD.
- Prepare the utility specification

Task 3B – Utility Design

This task includes developing existing utility base files which will be included on the intersection plans and identifying utilities that will be affected by the final design within the project limits, and relocation design of affected wet & dry utilities within the project limits

Additional Tasks include:

- Identify potential utility conflicts between existing utilities and proposed improvements for coordination with design team and utility companies.
- Existing pull boxes will be shown on intersection/curb ramp plans.
- Separate utility plans will not be prepared. Utility relocations/adjustments will be shown on the intersection/roadway plan.
- Design utility relocations – it is assumed that utility relocations are limited to relocating fire hydrants, adjusting valves, manholes and pullboxes.
- Develop utility relocation quantity tabulations for final review and bid.

Task 4 – Conceptual Layouts

Task 4 is to prepare conceptual layouts of the civil and signal improvements at the nineteen intersections for an informal review by Transportation staff.



Task Description

- Prepare conceptual design of the 19 locations (30% completion) that consist of the traffic signal and intersection design.
- The conceptual design level will be for an informal review by Transportation & Mobility staff only. At this level only the proposed hard surface sidewalks, geometric intersection changes, ADA ramps, curb returns, and approximate locations of traffic signal poles are needed. At conceptual design level, prepare an informal electronic submittal, in PDF format, of 11x17 sheets of the 19 intersections for Transportation & Mobility staff review.

Task 5 & 6 – 60% and 90% Plans

Task 5 & 6 is to prepare design of the 19 locations (60% & 90% completion) that consist of the traffic signal and intersection designs per CCD conceptual design review comments. The plans shall consist of:

- Title Sheet, General Notes, Standard Plans List Sheet – title, project name and number, project description, vicinity map with project location, sheet index, project contacts including utility providers, and horizontal and vertical control information.
- Summary of Quantities and Tabulation of Data in CDOT format
- CCD Civil Design of each intersection
 - Roadway Geometry and Details
 - Roadway Plans
- Curb returns, curb/gutter and ADA ramps details per CCD standards
 - Curb Return Profile
 - Details Sheet – Construction details for any non-standard ramps or improvements
- CCD Signal Design Sheet for each intersection
 - Tabulation of Traffic Engineering
 - Signal Removal Plans
 - Proposed Signal Plans
- Signing & Striping Plans, and Quantities
- Storm Sewer profiles and details
- Survey Control Sheet
- BMP notes and quantities – BMP plan sheets will not be required
- QA/QC of Submittal
- Review Meeting
- Review Meeting Minutes

Separate roadway removal plans will not be prepared for this project. Removal notes/callouts will be included on the roadway plans. Signal removal plans will be prepared for the project.

Detailed construction traffic control plans will not be required for the project. Construction traffic control quantities will be determined for the project based on applying MUTCD standard traffic control plans.

Construction Activities Stormwater Discharge, Erosion and Sediment Control Permit at 6th and Speer intersection will be prepared. This will include:

- SWMP General Notes
- Initial SWMP for each Intersection
- Final SWMP for each Intersection
- SWMP Details (Use UDFCD details and put them in plan sheets)
- Stormwater Management Plan Narrative Information Worksheet



An electronic PDF of the 60% plans (11"x17"), engineer's estimate of probable cost, and specs will be submitted to Transportation staff for review. Transportation staff will submit the 60% plans to ERA for review and provide the Consultant with comments from both the ERA and Transportation reviews.

Consultant will revise the 60% plans and specifications per the comments received from the 60% ERA and Transportation staff reviews and prepare 90% plans, engineer's estimate of probable cost and specifications for the design of the four intersections. Consultant will also provide a formal comment response letter to all comments received from the ERA review for the 90% submittal to ERA.

An electronic PDF of the 90% plans (11"x17"), engineer's estimate of probable cost, and specs will be submitted to Transportation staff for review. Transportation staff will submit the 90% plans to ERA for review and provide the Consultant with comments from both the ERA and Transportation reviews.

Task 7 – Final Construction Plans

Task 7 is to prepare the final construction plans (100% completion) for the intersections and traffic signals at the 19 locations. The final construction plans will address all comments and concerns that occurred during the final design review level and shall include all sheets listed in the preliminary and final review plans, and the submittals to include three sets of final design plans (11x17 hardcopy and electronic), an electronic copy of the construction specifications, the engineer's estimate of probable cost, and the comments matrix will be required and submitted to CCD for Transportation & Mobility and ERA review final constructions plans.

Task 8 – Construction Specifications & Engineer's Estimate of Probable Cost

Task 8 will be to prepare the necessary project special/technical construction specifications and tabulations of construction pay items - bid schedule - for CCD review. The specifications will be formatted to supplement the CDOT's Standard Specifications for Road and Bridge Construction, 2017 edition. The final project special provisions and bid schedule will be furnished for inclusion in the contract documents. Submit drafts of the construction specifications and bid schedule along with the 60% and 90% level plan submittals to the CCD for review.

Task 8 will be to provide an engineer's estimate of probable cost based on current bid prices from CCD on recent signalization projects and roadway projects. Submit draft of the engineer's estimate of probable cost along with the 60% and 90% level plan submittals to the CCD for review.

Task 9 – Construction Bid Documents (Ad Set)

Task 9 is to prepare the construction bid documents (AD plans, construction specifications, and the Engineer's Estimate of Probable Cost) in accordance with any further review comments that are generated during the final construction plans, and specs and cost estimate review level and submit the entire bid documents electronically (pdf format) to PW Transportation & Mobility for bidding. This submittal includes electronic files of the plans and base files (AutoCAD and PDF), specifications (Word) and engineer's estimate (Excel) to be included in bid package.

Task 10 – Signal Timing

Task 10 is to collect traffic counts, conduct before and after runs and prepare Synchro models and Tru-Traffic files for each time-of-day plan (AM, PM, All-Other-Times).

- Collect traffic data before construction (Existing geometric data, 24-hour tube counts with classifications and speeds on each corridor, AM, PM and noon peak hour turn movement counts for each intersection, "before" travel time runs for each corridor)

Exhibit A



- Prepare Synchro models and Tru-Traffic files for each time-of-day plan (AM, PM, All-Other-Times). Synchro will be used to optimize cycle lengths, phase sequences, phase splits, and intersection offsets. Synchro files will be submitted to CCD and optimized using Tru-Traffic. A time-space analysis will be performed using both Synchro and Tru-Traffic and time-space diagrams will be submitted to CCD for comments.
- Signal timing plans will be prepared in TEAMS to be reviewed and approved by Transportation & Mobility and will include additional fine tuning as necessary.
- Implement proposed signal timing with existing intersection geometry, collect “after” travel time runs and prepare summary worksheets for each corridor documenting signal timing benefits.

Task 11 – Design Progress/Coordination Meetings

Task 11 is to attend coordination meetings, as necessary, with CCD Transportation staff during the design phase of the project.

This task covers project management coordination meetings, consultant team coordination meetings and miscellaneous meetings with CCD staff and outside entities. It is anticipated that up to 3 meetings will be required in addition to design review meetings.

- Attend project management meetings.
- Attend consultant team coordination meetings.
- Attend outside agency coordination meetings as described in other tasks.
- Attend 60% and 90% review meetings.
- Attend 60% and 90% comment resolution meetings.
- Prepare agendas, exhibits, handouts, conduct and write minutes for above mentioned meetings. Minutes will be completed within 7 days of the meetings.
- Prepare agendas, exhibits, handouts, conduct and write meeting minutes for 30% and 90% Design Review Meeting. Minutes will be completed within 7 days of the meeting.

III. Schedule

The tasks outlined in this scope are anticipated to be completed 365 days after Notice to Proceed.

Items to be provided by the City and County of Denver:

- Digital aerial photos of each intersections if necessary
- Right-of-way mapping for each intersection (AutoCAD format)
- City and County of Denver Signal Standard Drawings in AutoCad 2000 format

IV. Scope of Services – Assumptions/Exclusions

The following are the Stanley team's additional assumptions and/or exclusions to the above scope of services:

- It is assumed that the project will be one construction package.
- It is assumed that landscaping/irrigation design will not be required for this project and is excluded from our scope of services. Any disturbance to existing landscaped/irrigated areas will be handled via bid items for sod and irrigation by square feet. Project Special Provisions will be developed for this work. No details or plans will be included. If needed, these services can be provided as additional scope of services/fee.



- It is assumed that no environmental, structural or geotechnical services will be required for this project and is excluded from our scope of services
-
- **UTILITIES**
 - Utility potholing is limited to 30 hours. This is approximately 20 potholes.
- **DRAINAGE/SWMP**
 - Except for the 6th and Speer/ Sherman intersection, it is assumed that SWMP plans and details will not be required for the project. This work will be addressed with project notes and quantities using CCD standards. As described in Task 6, due to its proximity to Cherry Creek, the 6th and Speer/Sherman intersection will be covered with an erosion control plan, and a SWMP Narrative Information Worksheet will be also be provided.
 - All drainage improvements will be designed to create the least possible impact to the existing systems. Inlets that are required to be relocated will be connected back into the main storm system with a lateral pipe with a diameter of 18” or the existing pipe lateral diameter whichever is greater.
 - For the purpose of preparing the fee proposal, Stanley assumed that eight (8) inlets will be impacted by the intersection improvements and will be required to be relocated. We have estimated that there are 25 existing inlets located at the middle of curb returns. Stanley assumes that 20% (5) of these inlets will also need to be replaced. Any extra inlet replacements are excluded from our scope of services.
 - Localized drainage patterns at each intersection will be analyzed to ensure there is no impact to roadway and pedestrian paths during minor storm events. It is assumed that runoff during both minor and major storm events will follow existing drainage patterns and no improvements to the storm sewer systems will be required to accommodate the major storm events. Hydrology and hydraulic analysis are excluded from our scope of services.
 - It is assumed that no drainage report will be required for this project and is excluded from our scope of services.
 - It is assumed that there will be no water quality treatment requirements for this project and is excluded from our scope of services.
- **SURVEY**
 - Resetting of range points are not included in the base proposal. If needed, resetting of range points can be provided as additional services.
 - All survey work will be performed within the right-of-way and field personnel will not be entering onto private properties. Right-of entry has not been included in this scope of services.
 - It is assumed that City and County of Denver right-of-way permit fee will not be required as part of this project/scope.
- **EASEMENT/ROW**
 - A full right-of-way plan set is not part of this scope
 - Legal descriptions, exhibits and staking are not included in the base proposal. Refer to additional services section.

ADDITIONAL SCOPE OF SERVICES

- ❖ ***The following 3 items are shown as additional service in the fee proposal.***
- ❖ ***Utility Potholing:*** Diversified Underground, Inc. will perform up to thirty hours (30) of utility potholes (approximately 20 potholes) utilizing a hydro-vacuum system. This service will include core drilling (if needed), squeegee backfill, Hot patch asphalt core or Flo-fill backfill, and a detailed sketch of utility locations. Diversified Underground will provide the appropriate

Exhibit A



traffic control plans as well as acquire the necessary permits (assumed to be no fee permits) to perform their work within the ROW.

Pothole depths are assumed up to 10 feet dependent on soil conditions (greater depths may be reached dependent on soil conditions) in an effort to determine the following:

- Depth of Utility
 - Diameter of Utility
 - Type of Utility
 - Center line of located utility can be established to three definable surface markers
- ❖ *Incorporation of Utility Potholing Information into Plans:* Stanley will incorporate the utility potholing information received from Diversified Underground, Inc. into the project files, prepare a utility potholing log sheet for incorporation into the construction documents, and show the utility locates/pothole information in the plans, profiles and cross sections.
- ❖ *Survey of potholes*
- ❖ **Easement/Right-of-Way**
- Fifteen (15) Legal descriptions and exhibits for permanent or temporary construction easement (PE)/(TE) have been included in Additional Services
 - Appraisal staking for 15 easements.
 - Appraisal services are not included
 - It is assumed that any title commitments will be provided by the City and County of Denver for impacted properties
 - Monumentation of existing or proposed right-of-way has not been included as part of this scope

Marvinetta L. Hartwig, PE
Vice President

Date

Exhibit A

TASK DESCRIPTION		Principal	Project Manager / Sr. Project Mgr	Task Manager- QA/QC Mgr / Survey Manager	Sr. Engineer II / Project Engineer II	Sr. Engineer I	Engineer II	Engineer I / Junior Engineer	Engineer in Training II	Design Specialist	Sr Designer II/G.I.S.	Project Manager II	Intern	Cadd Technician I	Senior Project Surveyor	2 Man Crew - Party Chief	2 Man Crew - Instrument Operator	Project Surveyor	Admin Support	TOTAL HOURS
1. Project Administration																				
1.1	Project Set Up	6	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	18
1.2	General Administration & Management of Project	12	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	76
1.3	Project Close Out	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8
TOTAL TASK 1		21	49	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	102
2. Survey																				
2.1	Admin/Management Meetings	4	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	32
2.2	Control - Field	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	80	0	0	160
2.3	Control Diagram - Office (Import survey)	0	0	8	0	0	0	8	0	0	0	0	0	0	0	0	0	32	0	48
2.4	Utilities (shoot marks and dips)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	80	0	0	160
2.5	Topo - Field	0	0	0	0	0	0	0	0	0	0	0	0	0	120	120	0	0	240	
2.6	Topo Processing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	140	0	140
2.7	Boundary - Field (Field visit/review of topo)	0	0	0	0	0	0	16	0	0	16	0	0	0	104	104	0	0	240	
2.8	Boundary - Office	0	0	2	0	0	0	0	0	0	0	0	0	0	12	0	0	100	0	114
2.9	Survey 20 Potholes - <i>Optional add-on item</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.10	Appraisal Staking - <i>Optional add-on item</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.11	Monument Perpetuation with Perpetuation Diagram	0	0	0	0	0	0	0	0	0	0	0	0	0	40	40	20	0	100	
2.12	QC	0	0	8	0	0	0	0	0	0	0	0	0	0	8	0	0	16	0	32
2.13	Reset Range Points - <i>Optional add-on item</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.14	Legal Descriptions - <i>Optional add-on item</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL TASK 2		4	0	42	0	0	0	24	0	0	16	0	0	0	20	424	424	308	4	1266
3A. Utility Coordination																				
3A.1	Utility Coordination	0	0	12	0	0	0	8	0	0	8	0	0	0	0	0	0	0	0	28
3A.2	Utility Base Map	0	0	12	0	0	0	14	0	0	24	0	0	0	0	0	0	0	0	50
3A.3	Utility Specification	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL TASK 3A		0	0	24	0	0	0	22	0	0	32	0	0	0	0	0	0	0	0	78
3B. Utility Design																				
3B.1	Identify potential utility conflicts	0	2	2	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	8
3B.2	Conduct supplemental Utility potholing - <i>Optional add-on item</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3B.3	Create pothole location map and log plan sheet(s) - <i>Optional add-on item</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3B.4	Design utility relocations	0	1	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	4
3B.5	Develop utility relocation quantity tabulations for final review and bid	0	1	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	4
TOTAL TASK 3B		0	4	4	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	16
4. Conceptual Layout																				
4.1	Initial Design Layouts for CCD Review (30% completion)	2	20	12	8	0	0	106	0	72	56	4	0	20	0	0	0	0	0	300
4.2	30% Review Meeting	5	6	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	1	14
TOTAL TASK 4		7	26	12	10	0	0	106	0	72	56	4	0	20	0	0	0	0	1	314

TASK DESCRIPTION	Principal	Project Manager / Sr. Project Mgr	Task Manager- QA/QC Mgr / Survey Manager	Sr. Engineer II / Project Engineer II	Sr. Engineer I	Engineer II	Engineer I / Junior Engineer	Engineer in Training II	Design Specialist	Sr Designer II/G.I.S.	Project Manager II	Intern	Cadd Technician I	Senior Project Surveyor	2 Man Crew - Party Chief	2 Man Crew - Instrument Operator	Project Surveyor	Admin Support	TOTAL HOURS
5. Preliminary Design (60% Submittal- Plans)																			
5.1 Title Sheet, General Notes, Standard Plans List Sheet	0	2	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	8
5.2 Summary of Quantities and Tabulation of Data in CDOT format	0	4	0	4	0	0	16	0	12	0	0	0	12	0	0	0	0	0	48
5.3 CCD Civil Design of each intersection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.3.a Roadway Geometry and Details	0	4	0	20	0	0	98	22	16	0	8	0	20	0	0	0	0	0	188
5.3.b Roadway Plans	0	16	0	36	0	0	254	80	96	0	8	0	36	0	0	0	0	0	526
5.4 Curb returns, curb/gutter and ADA ramps details per CCD standards	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.4.a Curb Return Profile	0	0	0	36	0	0	32	0	0	0	8	0	20	0	0	0	0	0	96
5.4.b Details Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.5 CCD Signal Design Sheet for each intersection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.5.a Tabulation of Traffic Engineering	0	0	0	0	0	0	0	0	0	36	1	0	4	0	0	0	0	0	41
5.5.b Signal Removal Plans	0	0	0	0	0	0	0	0	0	70	1	0	8	0	0	0	0	0	79
5.5.c Proposed Signal Plans	9	4	0	0	0	0	36	0	0	140	0	0	36	0	0	0	0	0	225
5.6 Signing & Striping Plans, and Quantities	2	4	0	0	0	28	0	0	0	42	0	0	36	0	0	0	0	0	112
5.6b Construction Traffic Control - Detail & Quantities	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	8
5.7 Storm Sewer Profiles and Details	0	0	0	0	20	0	40	0	0	0	0	0	0	0	0	0	0	0	60
5.8 BMP Notes and Quantities	0	0	0	0	2	0	10	0	0	0	0	0	0	0	0	0	0	0	12
5.9 QA/QC of submittal	16	39	48	4	8	0	12	0	0	0	4	0	0	0	0	0	0	0	131
5.10 60% Review Meeting	5	5	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	15
5.11 60% Review Meeting Minutes	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2
TOTAL TASK 5	32	79	48	102	33	36	498	102	124	294	30	0	172	0	0	0	0	1	1551
6. Final Design Review (90% Submittal- Plans)																			
6.1 Title Sheet, General Notes, Standard Plans List Sheet	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	8
6.2 Summary of Quantities and Tabulation of Data in CDOT format	0	4	0	4	0	0	16	8	2	0	0	0	12	0	0	0	0	0	46
6.3 CCD Civil Design of each intersection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.3.a Roadway Geometry and Details	0	8	0	16	0	0	82	24	16	0	8	0	16	0	0	0	0	0	170
6.3.b Roadway Plans	0	24	0	30	0	0	308	88	72	0	8	0	30	0	0	0	0	0	560
6.4 Curb returns, curb/gutter and ADA ramps details per CCD standards	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.4.a Curb Return Profile	0	6	0	30	0	0	118	34	34	0	8	0	20	0	0	0	0	0	250
6.4.b Details Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.5 CCD Signal Design Sheet for each intersection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.5.a Tabulation of Traffic Engineering	0	0	0	0	0	6	0	0	0	28	1	0	4	0	0	0	0	0	39
6.5.b Signal Removal Plans	0	0	0	0	0	0	0	0	0	28	1	0	10	0	0	0	0	0	39
6.5.c Proposed Signal Plans	14	4	0	0	0	0	40	0	0	198	0	0	20	0	0	0	0	0	276
6.6 Signing & Striping Plans, and Quantities	2	4	0	0	0	16	0	0	0	10	0	0	20	0	0	0	0	0	52
6.6b Construction Traffic Control - Detail & Quantities	0	0	0	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	8
6.7 Storm Sewer Profiles and Details	0	0	0	0	6	0	14	0	0	0	0	0	0	0	0	0	0	0	20
6.8 BMP Notes and Quantities	0	0	0	0	2	0	4	0	0	0	0	0	0	0	0	0	0	0	6
6.9 QA/QC of submittal	10	31	38	4	2	0	8	0	0	0	4	0	0	0	0	0	0	0	97
6.10 90% Review Meeting	5	5	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	15
6.11 90% Review Meeting Minutes	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2
TOTAL TASK 6	31	87	38	86	13	26	590	154	124	276	30	0	132	0	0	0	0	1	1588

TASK DESCRIPTION	Principal	Project Manager / Sr. Project Mgr	Task Manager- QA/QC Mgr / Survey Manager	Sr. Engineer II / Project Engineer II	Sr. Engineer I	Engineer II	Engineer I / Junior Engineer	Engineer in Training II	Design Specialist	Sr Designer II/G.I.S.	Project Manager II	Intern	Cadd Technician I	Senior Project Surveyor	2 Man Crew - Party Chief	2 Man Crew - Instrument Operator	Project Surveyor	Admin Support	TOTAL HOURS
7. Final Construction Plans																			
7.1 Title Sheet, General Notes, Standard Plans List Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.2 Summary of Quantities and Tabulation of Data in CDOT format	0	4	0	1	0	0	10	8	6	0	0	0	1	0	0	0	0	0	30
7.3 CCD Civil Design of each intersection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.3.a Roadway Geometry and Details	0	4	0	4	0	0	24	4	4	0	1	0	0	0	0	0	0	0	41
7.3.b Roadway Plans	0	20	20	4	0	0	64	12	18	4	1	0	0	0	0	0	0	0	143
7.4 Curb returns, curb/gutter and ADA ramps details per CCD standards	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.4.a Curb Return Profile	0	8	0	4	0	0	28	4	4	0	2	0	0	0	0	0	0	0	50
7.4.b Details Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.5 CCD Signal Design Sheet for each intersection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.5.a Tabulation of Traffic Engineering	0	0	0	0	0	2	0	0	0	6	1	0	0	0	0	0	0	0	9
7.5.b Signal Removal Plans	0	0	0	0	0	0	0	0	0	8	1	0	0	0	0	0	0	0	9
7.5.c Proposed Signal Plans	8	4	0	0	0	0	4	0	0	80	0	0	0	0	0	0	0	0	96
7.6 Signing & Striping Plans, and Quantities	0	4	0	0	0	6	0	0	0	6	0	0	4	0	0	0	0	0	20
7.7 Storm Sewer Profiles and Details	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	3
7.8 Survey Control Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.9 BMP Notes and Quantities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.10 QA/QC of submittal	8	30	38	4	0	0	1	0	0	0	4	0	0	0	0	0	0	0	85
TOTAL TASK 7	16	74	59	17	0	8	133	28	32	104	10	0	5	0	0	0	0	0	486
8. Construction Specifications & Engineer's Estimate of Probable Cost																			
8.1 Construction Specifications	7	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	17
8.2 60% Opinion of Probable Cost Estimate	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	3
8.3 90% Opinion of Probable Cost Estimate	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	3
8.4 Final Review Opinion of Probable Cost Estimate	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	3
8.5 Final Update of Specifications and Estimate per CCD review comments	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	4
TOTAL TASK 8	9	2	3	0	0	0	0	0	0	6	0	0	0	0	0	0	0	10	30
9. Construction Bid Documents (Ad Set)																			
9.1 AD Plans	4	19	11	16	0	6	34	0	20	30	8	0	16	0	0	0	0	0	164
9.2 Construction Specifications	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	4
9.3 Engineer's Estimate of Probable Cost	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	3
TOTAL TASK 9	6	19	12	16	0	6	34	0	20	32	8	0	16	0	0	0	0	2	171
10. Signal Timing																			
10.1 Collect Traffic Counts and Other Traffic Data	1	8	0	0	8	16	20	8	0	0	0	20	0	0	0	0	0	0	81
10.2 Prepare Synchro Models and Tru-Traffic Files	4	16	0	0	24	60	24	0	0	0	0	60	0	0	0	0	0	0	188
10.3 Prepare Signal Timing Plans in TEAMS	1	2	0	0	8	16	10	8	0	0	0	30	0	0	0	0	0	0	75
10.4 Implement Final Signal Timing, Measure and Document Benefits	8	18	0	0	46	40	30	8	0	0	0	40	0	0	0	0	0	0	190
TOTAL TASK 10	14	44	0	0	86	132	84	24	0	0	0	150	0	0	0	0	0	0	534
11. Design Progress/Coordination Meetings																			
11.1 CCD Coordination Meetings = 3 meetings	19	19	0	10	10	4	0	0	0	0	0	0	0	0	0	0	0	0	62
11.2 Coordination Meeting Minutes	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	10
TOTAL TASK 11	19	22	0	10	10	4	0	0	0	0	0	0	0	0	0	0	0	7	72
GRAND TOTAL TASKS 1 - 11:	159	406	242	241	142	212	1499	308	372	816	82	150	345	20	424	424	308	58	6208

GRAND TOTAL

Exhibit A

6/13/2018

Mill Levy Package 15

Summary - Intersection Design and Construction Documents

Labor:	Classification	Hours	Rate	Total
	Principal	107	249.59	\$26,706.13
	Project Manager	286	143.52	\$41,046.72
	Task Manager-QAQC Mgr	208	185.15	\$38,511.20
	Sr. Engineer II	0	195.07	\$0.00
	Sr. Engineer I	112	157.02	\$17,586.24
	Engineer II	212	126.22	\$26,758.64
	Engineer I	1091	101.50	\$110,736.50
	Engineer in Training II	308	93.34	\$28,748.72
	Design Specialist	372	140.64	\$52,318.08
	Sr Designer II/G.I.S.	816	120.94	\$98,687.04
	Admin Support	50	80.14	\$4,007.00
		<u>3562</u>		<u>\$445,106.27</u>

Subconsultants:	Company	Total
	All Traffic Data	\$8,500.00
	Diversified Underground, Inc.	
	HCL Engineering & Surveying, LLC.	\$131,430.00
	Stantec	\$164,900.00
		<u>\$304,830.00</u>

Expenses:	Description	Total
	Mileage, Reproduction, Delivery Service, Postage	\$0.00
		<u>\$0.00</u>
	TOTAL FOR DESIGN & REVIEW DOCUMENTS	<u><u>\$749,936.27</u></u>

Exhibit A

Proposal
 Mill Levy Package 15
 City & County of Denver

6/6/2018

TASK DESCRIPTION	Principal	Project Manager	Task Manager/ QA/QC Mgr	Sr. Engineer II / Project Engineer II	Sr. Engineer I	Engineer II	Engineer I / Junior Engineer	Engineer in Training II	Design Specialist	Sr Designer II/G.I.S.	Project Manager II	Intern	Cadd Technician I	Senior Project Surveyor	2 Man Crew - Party Chief	2 Man Crew - Instrument Operator	Project Surveyor	Admin Support	TOTAL HOURS	
2. Survey																				
2.1	Admin/Management Meetings																			0
2.2	Control - Field																			0
2.3	Control Diagram - Office																			0
2.4	Utilities (shoot marks and dips)																			0
2.5	Topo - Field																			0
2.6	Topo Processing																			0
2.7	Boundary - Field																			0
2.8	Boundary - Office																			0
2.9	Survey 20 Potholes - <i>Optional add-on item</i>			1											12	12				25
2.10	Appraisal Staking - <i>Optional add-on item</i>			2											40	40	16			98
2.11	Monument Perpetuation with Perpetuation Diagram																			0
2.12	QC																			0
2.13	Reset Range Points - <i>Optional add-on item</i>																			0
2.14	Legal Descriptions - <i>Optional add-on item</i>			2											120					122
TOTAL TASK 2		0	0	5	0	0	0	0	0	0	0	0	0	0	120	52	52	16	0	245
3B. Utility Design																				
3B.1	Identify potential utility conflicts																			0
3B.2	Conduct supplemental Utility potholing - <i>Optional add-on item</i>		2	2			4													8
3B.3	Create pothole location map and log plan sheet(s) - <i>Optional add-on item</i>		2	2			4													8
3B.4	Design utility relocations																			0
3B.5	Develop utility relocation quantity tabulations for final review and bid																			0
TOTAL TASK 3B		0	4	4	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	16
GRAND TOTAL ADDITIONAL SERVICES		0	4	9	0	0	8	0	0	0	0	0	0	120	52	52	16	0	261	

Exhibit A

6/6/2018

Mill Levy Package 15
Additional Services

Summary - Intersection Design and Construction Documents

Labor:	Classification	Hours	Rate	Total
	Principal	0	249.59	\$0.00
	Project Manager	4	143.52	\$574.08
	Task Manager-QAQC Mgr	4	185.15	\$740.60
	Sr. Engineer II	0	195.07	\$0.00
	Sr. Engineer I	0	157.02	\$0.00
	Engineer II	8	126.22	\$1,009.76
	Engineer I	0	101.50	\$0.00
	Engineer in Training II	0	93.34	\$0.00
	Design Specialist	0	140.64	\$0.00
	Sr Designer II/G.I.S.	0	120.94	\$0.00
	Admin Support	0	80.14	\$0.00
		16		\$2,324.44

Subconsultants:	Company	Total
	All Traffic Data	
	Diversified Underground, Inc.	\$14,720.00
	HCL Engineering & Surveying, LLC.	\$26,790.00
	Stantec	
		\$41,510.00

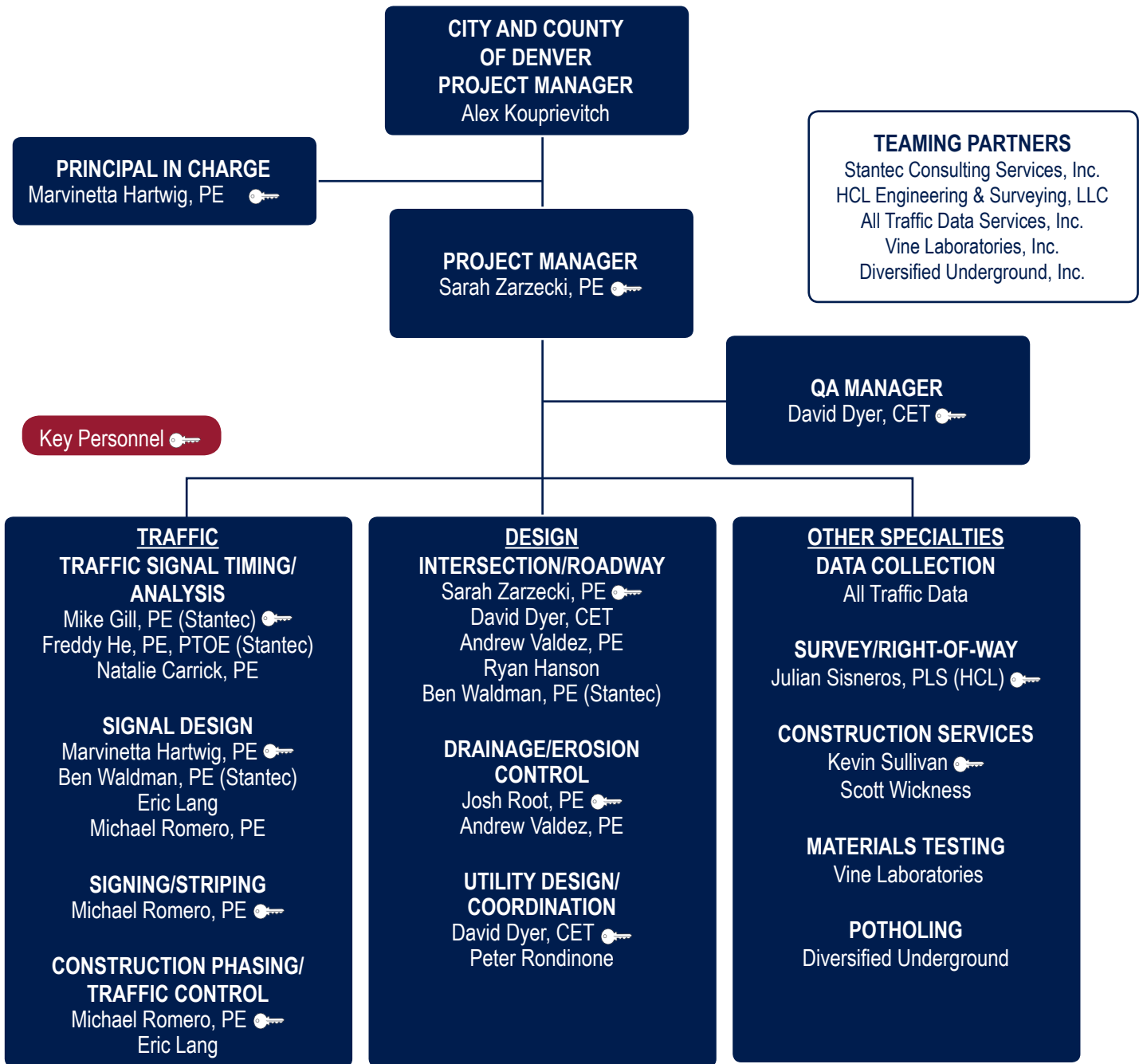
Expenses:	Description	Total
	Mileage, Reproduction, Delivery Service, Postage	\$0.00
		\$0.00

TOTAL FOR ADDITIONAL SERVICES **\$43,834.44**

Potholing Total	\$19,194.44
Appraisal/Legal Descriptions	\$24,640.00
Cost / Range Point (10 ea)	\$1,200.00



Stanley Consultants, Inc. (Stanley) has assembled a highly-qualified team of professional for the City & County of Denver (CCD) Professional Design Services Mill Levy 15 Central Capitol Hill at 6th Avenue and 8th Avenue project. The overall objective of this project is the redesign and reconstruction of nineteen (19) traffic signals and intersection within the City and County of Denver, located on 6th and 8th Avenue. Stanley will serve as the prime consultant for this contract and will be fully responsible and accountable to CCD for the successful execution and completion of the project.





MARVINETTA HARTWIG, P.E.

Principal-in-Charge/Signal Design
Stanley Consultants
31 Years of Experience

Marvietta has 31 years of experience in transportation projects. She specializes in the design of all types of roadway facilities from local municipal projects to multi-phased, major highway corridor and interchange reconstruction projects. She is familiar with all aspects of transportation projects including project management, permitting, feasibility and environmental studies, public involvement, roadway design, pavement design, parking lot design, utility coordination and design, traffic control plans, construction staging, construction scheduling, right-of-way plans, cost estimating, traffic analysis, safety studies, value engineering, and preparation of construction plans and specifications.

PROJECT EXPERIENCE

Mill Levy 8A, 8B and 8C; City & County of Denver; Denver, CO

Project Manager responsible for the overall project management, and Engineer-of-Record for the intersection design and signal layout. Provided design services for CCD as part of their initiative to upgrade the traffic signals throughout the City limits, funded by the 2015 CCD Mill Levy. Consisted of seven intersections along Lincoln Avenue, Speer Boulevard, and Kalamath. Also included curb ramps, sidewalk, curb and gutters, and curb returns to enhance pedestrian accesses.

21st & Broadway; City & County of Denver; Denver, CO

Project Manager for the implementation of NE Next Steps improved pedestrian crossing at Broadway and 21st Street. Entailed closing 21st Street to vehicular traffic, construction of a shared use trail, and use of remaining space for stormwater quality features. Included new pedestrian signal and marked crosswalk at Broadway.

2013 Safety & Hazard Elimination (SHE) Intersections; City & County of Denver; Denver, CO

Project Manager for the 2013 SHE (Safety and Hazard Elimination) Traffic Signal project, a joint effort project between CCD and CDOT to upgrade the Federal Boulevard and Evans Avenue Intersection and the Colfax Avenue and Sheridan Boulevard Intersections. The City of Lakewood is a partner in the Sheridan/Colfax intersection. These upgrades included roadway and traffic signal improvements.

Colfax Avenue Intersections (RAMP); City & County of Denver; Denver, CO

Project Manager responsible for the overall project management and was Engineer-of-Record for the intersection design and signal layout. Provided traffic signal upgrades and intersection improvements for six intersections along Colfax Avenue. Existing signal equipment was replaced to meet the City's latest standards and modifications to intersections were made to improve curb returns and meet ADA requirements for the curb ramps. Included minor improvements to sidewalks, curb and gutters, and storm sewer/inlets/manholes for enhances pedestrian access.

Arapahoe and Dayton Intersection; CDOT; City of Centennial, CO

Project Manager for roadway improvements, including roadway widening to accommodate additional left turn and auxiliary lanes, for the Arapahoe and Dayton intersection. Responsible for managing internal and external team members, agency coordination, scheduling management, Engineer-of-Record for roadway, utilities, signing/stripping, construction traffic control and traffic signal, specification preparation, and oversight of the construction documents preparation.

Education

Bachelor of Science Civil Engineering, University of Wyoming

Professional Registration

Civil Engineering CA: #46649

Professional Engineering CO: #27769

25% Availability



SARAH ZARZECKI, PE

Project Manager/Intersection/Roadway Design
Stanley Consultants
12 Years of Experience

Sarah Zarzecki joined Stanley Consultants in 2017. She has 12 years of transportation engineering and roadway design experiences on projects located throughout Colorado. Sarah brings a wide variety of technical and managerial experience to any project team. Sarah has been involved in the planning and design of highways, arterial roadways, intersections, and bicycle/ pedestrian facilities from the conceptual level through final design and construction, including public outreach. Sarah worked on many projects including: the US 287 (Federal Boulevard) over the BNSF, south of 69th Avenue in Region 1, Traffic Incident Management Program Development with CDOT HQ Transportation Systems Maintenance and Operation, as well as multiple Traffic NPS tasks within Region 4. Regardless of the details of the task, Sarah's meticulous planning and organization skills keep her teams on-task and directed at the goal.

PROJECT EXPERIENCE

Sheridan Pkwy & Lowell Blvd Intersection Turn Lanes; City & County of Broomfield; Broomfield, CO

Project Manager Intersection improvements are required to mitigate traffic congestion, especially during the peak hours. This project will add north and south bound right and left turn lanes and double receiving lanes from left turns on Sheridan Boulevard. Additional modifications include relocation of pedestrian traffic signal components and ADA pedestrian curb ramps for modified intersection quadrants.

I-25 Gap Utilities, CDOT, Castle Rock to Monument, CO

Project Manager responsible for maintaining overall project schedule and budget for utility coordination of this 18-mile long project. CDOT wanted to add a third lane from Castle Rock to Monument, Colorado and increase reliability and traffic incident management throughout the corridor. The project requires an accelerated design schedule, which is unprecedented for this size and scope. Work is scheduled for completion by early October 2018.

120th Avenue, Teller to Main St., City and County of Broomfield, Broomfield, CO

Project Manager responsible for maintaining overall project schedule and budget. Provided pedestrian connectivity on the south side of 120th Avenue from Teller Street to Main Street. Initial phase analyzed multiple typical section concepts to analyze impacts to adjacent parcels and determine future utility corridor. Final design to include sidewalk design, landscape walls, ADA curb ramps, parking lot design, stormwater management, and utility coordination.

Newlin Gulch Trail Extension, Town of Parker, Parker, CO

Project Manager responsible for maintaining the overall project schedule and budget. Includes approximately 1,800 foot extension of the Newlin Gulch Trail. Trail begins at Mainstreet between Newlin Gulch Boulevard and Bradbury Ranch Drive and will tie into newly constructed trail connected to East/West Trail. Also includes service road access, utility coordination, and stormwater management.

US 287 (Federal Blvd.) at 69th Avenue Structure Replacement, CDOT Bridge Enterprise, Westminster, CO

Project Manager for the roadway components of the replacement of the BNSF/RTD overpass. Improvements included replacement and widening of the structure, modifications to the vertical profile of US 287, shared use path connectivity, and ADA improvements. Responsibilities included arterial roadway design, pedestrian design, ADA conformity, and project coordination.

Education

Bachelor of Science Civil Engineering, Michigan Technological University

Professional Registration

Professional Engineering CO: #45482

70% Availability



MIKE GILL, PE

Traffic Signal Timing/Analysis
Stantec
21 Years of Experience

Mike has a reputation for balancing the livability goals of community planning with the needs and requirements of an agency. Prior to joining Stantec, Mike worked for the City and County of Denver (CCD). He was instrumental in implementing bicycle lanes in Downtown Denver as CCD's Signal Engineer and managing the 38th & Blake "Next Steps" Study. In his role as CCD's Senior Signal Engineer, he was involved with the review and planning of such transformational projects as the Gates and Stapleton redevelopment projects, including review of the General Development Plan submittals for both projects.

PROJECT EXPERIENCE

14th Street Reconstruction, Denver, Colorado

Consultant Advisor Provided management support to the City and County of Denver assisting in the coordination of the design for reconstruction of 14th Street in Downtown Denver. The project included reconstruction of the downtown street through 10 city blocks including intersections accommodating street running light rail vehicles.

Design and Construction of Denver Roadways, Denver, CO

Project Manager While employed by the City, managed various transportation construction projects within the City and County of Denver, including Chambers Road Widening, a \$5.2 million federally funded project to widen Chambers Road to four lanes.

South Broadway Reconstruction Project, Arizona Avenue to Iowa Avenue, Denver, CO

Traffic Engineering Task Manager Led the development of signing and striping plans and signal plans, and oversaw development of the construction phasing and construction traffic control plans for widening and reconstruction of a four-lane urban arterial.

Downtown Multimodal Access Plan (DMAP), Denver, CO

Senior Signal Engineer Reviewed and made recommendations for improvements to the operation of the signal system and provided technical expertise as Denver's Multimodal Access Plan explored opportunities to improve alternate transportation connections to downtown.

Denver Convention Center Expansion, Denver, CO

Senior Signal Engineer Supported City's review team by reviewing signal timing and construction traffic plans. Project involved revising the downtown signal timing to accommodate the moving of a light rail station under the convention center.

Denver Citywide Traffic Signal Operation, Denver, CO

Senior Signal Engineer As Denver's Senior Signal Engineer, responsible for safe and efficient operation of all traffic signals operating in the City and County of Denver, including signals used by light rail. Reviewed and approved all timing plan changes. Supervised and approved all corridor operation timing plans. Worked closely with DRCOG to implement coordinated timing plans across community boundaries.

Denver Citywide Traffic Signal Design, Denver, CO

Senior Signal Designer While employed by the City, responsible for all signal design and construction within the City and County of Denver. Prepared signal designs, supervised five engineers, and reviewed all designs for safety, construction conflicts, and compliance with all applicable codes and standards. Reviewed and approved developer-designed and constructed signals to be turned over to the City for maintenance.

Study of Downtown Pedestrian Signal Timing, Denver, CO

Project Manager Study compared pedestrian and vehicle behavior and interactions at two Standard, two phased signals in Lower Downtown to two signals in the core of Downtown that utilize a pedestrian scramble, or "Barnes Dance" phase. Results to be used to assist the City in determining where Barnes Dance phasing should be implemented or removed.

Education

Bachelor of Science, Civil Engineering, Virginia Polytechnic Institute & State University

Professional Registration

Professional Engineering CO:
#33029

25% Availability



QA Manager/Utility Design/Coordination/Roadway Design | Stanley Consultants » DAVID DYER, CET

David has 36 years of experience in civil transportation projects. His experience is specialized in the design for all types of roadway facilities, from local municipal projects to major highway corridor and interchange reconstruction projects. His primary project responsibilities include preparation of construction documents as lead civil designer on highway, street and utility projects; and coordination and assisting detailers and designers. David's other duties include 3D modeling, digital terrain modeling, quantity calculations, and quality control plan checking. His current assignment is that of the QA/ QC Manager for projects and personnel to assure conformance to client standards, project standards and controlling agency engineering requirements.

36 Years of Experience
 Diploma, Drafting and Design Technology, Northwest Kansas Technical College
70% Availability

- » CCD: Mill Levy 8A, 8B, 8C
- » CCD: Colfax RAMP
- » CCD: 21st and Broadway
- » CCD: SHE 2013 Project
- » CCD: ADA On-Call Curb Ramps
- » CDOT Colfax Avenue ADA Project



Signal/Intersection | Stantec » BEN WALDMAN, PE, PTOE

Ben has a broad range of transportation planning and engineering experience in the State of Colorado. Ben gained valuable experience with local government processes and with maintaining and operating local transportation systems. He was heavily involved with the planning and implementation of station area plans for the recently opened West Rail Line and soon to be opened G Line. These rail corridors are transforming into vibrant mixed use transit oriented

20 Years of Experience
 B.S., Civil Engineering, University of Texas at Austin
 Civil Engineering: CO #35827
50% Availability

development areas where all modes of transportation are accommodated.

- » Traffic Signal System Management, Arvada, Colorado
- » Annual Traffic Signal Reconstruction and Construction of New Traffic Signals, Arvada, Colorado
- » Traffic Signal System Management, Lakewood, Colorado
- » Wadsworth Reconstruction*, Lakewood, Colorado
- » G-Line Commuter Rail Construction and Station Area Planning, Arvada, Colorado
- » Update of Traffic Signal and ITS Specifications, Arvada, Colorado
- » Grand Avenue Reconstruction, Montrose, Colorado



Traffic Signal Timing/Analysis | Stanley Consultants » NATALIE CARRICK, PE

Natalie's experience includes preparation of pre-design studies and final design projects. Pre-design studies include traffic impact studies, traffic signal warrant evaluations, level-of-service analyses, crash analyses, capacity analyses, travel time analysis, and traffic signal timing and coordination plans. Natalie's final design experience includes designing plans for new and modified traffic signals, traffic signal interconnects, and signing and pavement markings. She has completed more than 100 traffic impact analyses, over 50 miles of signing and marking designs and over 50 traffic signal designs. She has experience with project specifications and estimates and is proficient in Synchro, Traffix, AutoCAD and Microstation.

15 Years of Experience
 B.S., Civil Engineering, Arizona State University
 Civil Engineering: AZ #49996; UT #9299973-2202
50% Availability

- » QT 1407 Traffic Impact Study
- » Bell Road Signal Inventory
- » Verrado Area Traffic Study
- » Town-Wide Traffic Signal and Intersection Improvements, Paradise Valley, Arizona. Town of Paradise Valley
- » Lake Pleasant Parkway Corridor Signal Timing and Coordination or Optimization Plans, Peoria, Arizona. City of Peoria, Arizona
- » MAG Road Safety Assessment Program - City of Phoenix Location
- » Northgate IC, Chubbuck - Phase 1
- » M3 Companies US 93, Tegner Dr - SR 89: US93/SR89 Interchange



Traffic Signal Timing/Analysis | Stantec » FREDDY HE, PE

Freddy believes that a carefully planned, beautifully executed, and well-built system improves the local community. Travelers can feel the difference. His goal is to move people and goods quickly and safely, allowing each of us to feel the difference a well-designed transportation network can make. All this began on long train rides during his youth. Fascinated by the distances traveled and the impact that trains have on the lives of the people and goods they carry, as well as the communities they pass through, Freddy decided he wanted to play a part in all of that. His work includes highway, street, rail, bus, bicycle, and other modes of transportation, helping people save time and money.

- » VISSIM Simulation Analysis of 15th Street with Bike Lane and Transit Lane, Denver, Colorado
- » I-15 CORE South Transition VISSIM Simulation Study, Utah
- » Central Business District Traffic Signal Retiming, Denver, Colorado
- » Traffic Signal Retiming for Mansell Road, North Point Parkway to Alpharetta Highway, Alpharetta, Georgia
- » Centennial Hill Microscopic Traffic Simulations, Atlanta, Georgia
- » Traffic Signal Retiming for Peachtree Industrial Boulevard, Atlanta, Georgia
- » US 160 Corridor Signal Improvements, Colorado
- » Denver TIP Signal Retiming, Denver, Colorado

23 Years of Experience
 B.E., Civil Engineering, Beijing Jiaotong University
 M.S., Railway Engineering, Beijing Jiaotong University
 M.S., Computer Science, Kansas State University
 PhD, Transportation Engineer, Kansas State University
 Civil Engineering: CO #42009
 PTOE #2477
40% Availability



Signing/Striping/Construction Phasing/Traffic Control | Stanley Consultants » MICHAEL ROMERO, PE

Michael has 10 years of transportation design and traffic analysis experience. Michael's design experience includes phasing, traffic control, detour, signing and striping, jointing, stormwater management and erosion control, and utility designs for major and minor roadways. His analysis experience includes performing traffic impact, weave, capacity, access control, pedestrian, and parking studies.

- » CCD: Mill Levy 8A, 8B, 8C
- » CCD: Bike Lane Striping
- » CCD: Blake Street Two-Way
- » CCD: TES Policies and Procedures
- » CCD: Goldsmith Gulch

10 Years of Experience
 B.S., Civil Engineering, University of Missouri-Rolla
 Civil Engineering: CO #47749
80% Availability



Drainage/Erosion Control | Stanley Consultants » JOSH ROOT, PE

Josh is a senior water resources engineer/project manager with 13 years of experience directing a wide range of projects. He oversees complex, challenging, and high-profile projects, while managing financial constraints. He collaborates with clients, contractors, and government agencies to balance quality design, scheduling, and budget expectations. His expertise includes hydraulic and hydrologic analysis and design, stormwater management, and grading design.

Josh has prepared detailed construction documents, drainage, grading, erosion, and sediment control plans and detailed cost estimates and has written drainage and stormwater management reports. He has conducted construction administration, including RFI responses, construction submittals, and specification review. Josh's work experience includes roadway drainage design, which includes the 2010 and 2011 General Storm Sewer Program through the City and County of Denver Wastewater Department.

13 Years of Experience
 B.S., Civil Engineering, Colorado School of Mines
 Civil Engineering: CO #43883
70% Availability



Survey/Right of Way | HCL » JULIAN SISNEROS, PLS

Julian has a diverse survey background that includes Public Land Survey System (PLSS) Boundary surveys, Route surveys, Topographic surveys, American Land Title Association (ALTA) Surveys, Static Control surveys, Aerial Photo Control Surveys, utility as-built collection, Improvement Location Certificate (ILC) surveys, CDOT Standards which include TMOSS field collection and office processing, 3D Laser Scanning techniques. Julian has extensive field and office experience and is proficient with office and field calculations. Julian is experienced processing and interpreting extensive topographic field data and creating quality deliverables. Julian is also experienced in GPS RTK and Static field and office processes and procedures. Julian is also proficient in solving boundary discrepancies and writing legal descriptions.

- » DEN Concourse A West, Project Manager
- » Boulder County, South Boulder Road Reconstruction
- » Arapahoe County, E. Iliff Avenue Reconstruction from Oneida St to South Parker Road

1 Year of Experience
 B.S., Surveying & Mapping,
 Metropolitan State University
 of Denver
 PLS CO #38355
60% Availability



Construction Services | Stanley Consultants » KEVIN SULLIVAN

Kevin has 28 years of experience in highway and bridge construction working for the Colorado Department of Transportation; 14 years as a Project Manager overseeing various projects. He is experienced in all aspects of roadway and bridge construction including structures, roadway construction, bridge rehabilitation, overlays, concrete pavement, and environmental management with an emphasis on storm water management. Experienced with MSE and cast in place retaining wall systems, utility relocations, traffic signal installations, traffic control management, public information, landscaping, and close out of projects. Kevin has six years of design build experience in RFP development through award and management of the construction phase and has assisted other design build projects in RFP development and consultation of post award management.

- » Region 1 Signalization Project; CDOT
- » East-West Trail Phase 2 Construction Management; Town of Parker
- » Mainstreet Streetscape Construction Management; Town of Parker
- » Intersection Reconstruction; Town of Castle Rock
- » The Plaza on Main; Town of Parker
- » US6 Bridges, TO #5; CDOT

28 Years of Experience
 A.A., Architectural
 Technology, Arapahoe
 Community College
 CDOT Transportation
 Erosion Control Supervisor
 certification
 CDOT Traffic Control
 Supervisor certification
 CDOT software for project
 management certified
 CDOT Payroll certified
 CDOT EEO certified
 CDOT/ACPA Concrete
 Pavement Inspector Level-1
 ACI Concrete Field Testing
 Testing Tech. Grade-1
 WAQTC Certification
80% Availability



Exhibit C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Arthur J. Gallagher Risk Management Services, Inc.
INSURED: Stanley Consultants, Inc.
CONTACT NAME: Cheryl Harless
INSURER(S) AFFORDING COVERAGE: Travelers Property Casualty Co of America, Charter Oak Fire Insurance Company

COVERAGES CERTIFICATE NUMBER: 1676215120 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
#201843158/PWTES2017-017/5510615 Professional Design Services Traffic Signal Upgrade Mill Levy 15 Central Capitol Hill on 6th/8th Avenues; SCI Opp #033632.

CERTIFICATE HOLDER: City and County of Denver, Department of Public Works
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

City and County of Denver, its elected and appointed officials,
employees, and volunteers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

City and County of Denver, its elected and appointed officials, employees, and volunteers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCHITECTS, ENGINEERS AND SURVEYORS
INDUSTRYEDGESM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force – Bodily Injury Or Property Damage
- D. Non-Owned Watercraft – Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage – Damage To Premises Rented To You
- G. Personal Injury – Assumed by Contract
- H. Increased Supplementary Payments
- I. Additional Insured – Owner, Manager Or Lessor Of Premises
- J. Additional Insured – Lessor Of Leased Equipment
- K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- M. Who Is An Insured – Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition – Railroad Easement
- V. Additional Definition – Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- 2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- 3. "Your work"; or
- 4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30

NAME: City and County of Denver
Department of Public Works
Transportation/Mobility Manager

ADDRESS: 201 West Colfax Avenue
Denver, CO 80202

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: UB-8J736329

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name: City and County of Denver
Department of Public Works
Transportation/Mobility Manager
Address: 201 West Colfax Avenue
Denver, CO 80202

2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2018 Policy No. UB-8J736329 Endorsement No.
Insured Stanley Consultants, Inc. Premium \$
Insurance Company The Phoenix Ins. Co. Countersigned by _____



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-8J736329

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

City and County of Denver, its elected and appointed officials,
employees, and volunteers

DATE OF ISSUE: 01-01 -2018

ST ASSIGN:



CERTIFICATE OF LIABILITY INSURANCE

10/5/2018

DATE (MM/DD/YYYY)
7/11/2018

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

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

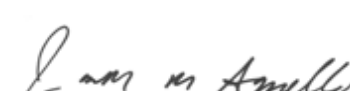
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 15485985 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	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 <input type="checkbox"/>	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH008220975	10/5/2017	10/5/2018	\$1,000,000 PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: #201843158/PWTES2017-017/5510615 PROFESSIONAL DESIGN SERVICES TRAFFIC SIGNAL UPGRADE MILL LEVY 15 CENTRAL CAPITOL HILL ON 6TH/8TH AVENUES; SCI OPP #033632.

CERTIFICATE HOLDER 15485985 CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS TRANSPORTATION/MOBILITY MANAGER 201 WEST COLFAX AVENUE DENVER CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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