

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 **CONSOR ENGINEERS, LLC DBA APEX DESIGN** (the "Design Consultant"), a Florida Corporation registered to do business in Colorado, whose address is 1675 Larimer Street, Suite 400, Denver, CO 80202.

SECTION 1 – ENGAGEMENT

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

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.

- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Transportation and Infrastructure. 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 The Department of Transportation and Infrastructure, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

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

Exhibit B. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.

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

2.06 Basic Services – General.

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

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

2.08 Additional Services.

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

form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

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

2.09 Surveying and Testing.

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

for determining the scope and amount of surveying and testing necessary for the design of the project.

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

2.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS.

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT) assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT assisted contracts. Local Public Agencies (“LPA” or “City”) that are subrecipients of FHWA funding from the Colorado Department of Transportation (CDOT) must comply with CDOT’s FHWA-approved DBE Program. To such end, CDOT sets a contract goal for DBE participation for each DOT assisted LPA Contract. The DBE Goal Consultant committed to for this contract is 7%.

Prime consultant shall show it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the selected consultant demonstrates good faith efforts were made, but sufficient commitments to meet the goal could not be obtained.

CDOT and the LPA will monitor the progress of the Awarded Contractor (Contractor) throughout the project to ensure that the awarded consultant’s DBE commitments are being fulfilled. Modifications to the commitments must be approved by the CDOT Regional Civil Rights Office (RCRO). The LPA may withhold payment or seek other contractual remedies if the awarded consultant is not complying with the requirements of this provision. Upon completion of the Contract, CDOT may require the LPA to reduce the final payment to the awarded consultant if the awarded consultant has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

The awarded consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The awarded consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the awarded consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LPA deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

For general assistance regarding the DBE program and compliance, contact CDOT’s Civil Rights and Business Resource Center (CRBRC) at (303)757-9234.

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 THIRTY EIGHT THOUSAND SEVEN HUNDRED SIXTY SIX DOLLARS AND ZERO CENTS (\$738,766.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **ELEVEN THOUSAND TWO HUNDRED THIRTY FOUR DOLLARS AND ZERO CENTS (\$11,234.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ZERO DOLLAR AND ZERO CENTS (\$0.00)**.

3.04 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees

to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

3.05 Invoicing and Payment.

- (a) 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.
- (b) 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).
- (c) For contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with the Contractor Prompt Payment provisions under § 28-72, D.R.M.C., with regard to payments by the Contractor to MWBE subcontractors. The Contractor shall make payment by no later than thirty-five (35) days from receipt by the Contractor of the subcontractor's invoice.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The Agreement will commence on execution of this Agreement and expire **October 31, 2023**, unless sooner terminated, upon final completion of the Project.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of

what the City would have paid the Design Consultant had there been no termination for cause.

- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all

ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Agreement.

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

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

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

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

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

5.07 Insurance.

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

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

- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) **Additional Provisions:**
 - (a) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

- (b) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense & Indemnification.

- (a) The Consultant hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors or sub-consultants either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.
- (b) The Consultant duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City’s negligence or willful misconduct was the sole cause of the alleged damages
- (c) The Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

5.12 Governing Law; Venue. The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. 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 as if fully set out herein by this reference.

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 The Department of
Transportation and Infrastructure
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

to the Design Consultant: Consor Engineers, LLC DBA Apex Design
1675 Larimer Street, Suite 400
Denver, Colorado 80202

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:
Contractor Name:

DOTI-202158009-00
CONSOR ENGINEERS LLC DBA APEX DESIGN

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202158009-00
CONSOR ENGINEERS LLC DBA APEX DESIGN

By: 

Name: Melissa Rosas
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

SCOPE OF WORK

The Apex Design, LLC (Apex) team will assist in the completion of the following tasks to identify and prioritize improvements on Federal Boulevard throughout the City and County of Denver (CCD) that improve transit speed and reliability on the corridor and to advance the highest priority improvements to final design plans.

The estimated fee to complete this work is \$750,000. We anticipate notice to proceed in February 2020 with construction documents completed in August 2022 and construction completed in early 2023. It is proposed to perform the project in two phases with Phase 1 being the initial planning efforts and Phase 2 being the detailed final design. A detailed breakdown of the hours and fee for the various tasks associated with Phase 1, as well as overarching tasks that will be part of both Phase 1 and Phase 2 is attached. More general information regarding hours and fee for the various tasks associated with Phase 2 is also included; it is anticipated that a more detailed scope and fee will be provided for Phase 2 specific tasks once it is determine exactly what projects will move into design. The Phase 2 specific scope elements will not be initiated until the detailed scope and fee for this work is mutually agreed upon with the Apex Project Manager and the CCD Project Manager.

Task 1 – Project Management (Phase 1 & Phase 2)

Our team's approach to successfully complete this effort is to effectively manage the project by carefully planning, organizing, and controlling the work. Our primary objective will be to deliver the work products on time and within budget. To guide in achieving this, Apex will develop a Project Management Plan that will include the items discussed in Subtasks 1.1 – 1.3.

Subtask 1.1 – Work Plan – Schedule

We will prepare a draft schedule in Microsoft Project that clearly identifies scope elements and milestones. The schedule will include the following:

- All project activities and deliverables
- Meeting dates (e.g. Kickoff Meeting, Monthly Progress Meetings, Design Review Meetings, and Comment Resolution Meetings)
- Deliverable dates and associated CCD (and partner agencies) review periods. We will assume a 3-week City review period for each major submittal package and concurrent CDOT and City review for design package reviews.
- Timeline outlining amount of time required to complete each task
- Outreach/engagement activities (e.g., open house meetings, public notices, public comment periods, etc.).
- Monthly Task Force and Technical Working Group meetings
- Signature approval of NEPA documents, assumed for purposes of this scope to be a single documented Categorical Exclusion (CatEx) approved by CDOT and FHWA
- Other steps required to complete the project including CCD and third-party reviews

Subtask 1.2 – Communication Plan

We will prepare a Communication Plan in conjunction with the City that identifies key roles, triggers and methods of communication. The communication plan will include a contact list that includes team members and stakeholders' names, roles and contact information and a Public Involvement Plan (described in Subtask 2.1). The communication plan will be evaluated and updated as needed throughout the project duration.

Communications will be a combination of meetings (generally assumed to be virtual with the use of Microsoft Teams), emails, phone calls and conference calls. The Apex team will record minutes that will be provided to CCD within 2 business days following each meeting. CCD will review and provide comments within 5 working days and meeting minutes will be finalized within 3 business days following CCD's review.

An online hub with editing and sharing functionality will be created where information can be shared across agencies and with the consultant team.

Subtask 1.3 – Quality Management Plan

A Quality Management Plan will be developed to ensure that high-quality standards are met and will include many of the requirements set forth by our newly revised Apex Deliverables Quality Control Plan. Document and plan reviews will follow a comment review-and-resolution process to provide clear issues tracking. The Quality Management plan will include the following:

- Project description and goals
- Project scope of work
- Project team organizational chart
- Names and responsibilities of Project Manager, Quality Assurance Manager, and major discipline Task Managers
- Document control system description
- Description of plan checking process, CAD and computer file maintenance
- Data Management Plan
- Auditing frequency

All deliverables from the entire team will meet the requirements of the Quality Management Plan.

Subtask 1.4 – Project Management and Coordination

Throughout the project, Apex's Project Manager will be in regular contact with the CCD Project Manager to keep CCD staff apprised of the project effort and to seek input at key decision points. Apex's Project Manager will also be in charge of communicating and managing staff resources in order to avoid project overruns. We will also be in regular contact with our sub-consultants to make sure they are apprised of any schedule changes, coordination items, and action items that need to be addressed.

Subtask 1.5 – Meetings

The Apex team will coordinate and/or attend the following meetings, as noted:

- Project Management Team (PMT): Apex will coordinate up to 18 meetings with the PMT, including a kick-off meeting. Apex will provide meeting agendas and follow-up with meeting notes including action items.
- One Federal Boulevard Task Force or other meetings as assigned: Apex will attend up to 6 meetings.
- Technical Workshops: Apex will coordinate up to 6 technical workshops with the City. Apex will provide meeting agendas and materials and follow-up with meeting notes including action items.
- Stakeholder Committee: Apex will coordinate up to 4 meetings with the Stakeholder Committee. Apex will provide meeting agendas and follow-up with meeting notes including action items.
 - #1: At the first Stakeholder Meeting, the team will review and confirm the proposed project list, prioritization criteria, and risk assessment. Following buy-in from the Stakeholder Meeting, these elements would be the focus of the first Public Meeting.
 - #2: At the second Stakeholder Meeting, the team will review and confirm the cost estimates and project prioritization to move forward into design. Following buy-in from the Stakeholder Meeting, these elements will be the focus of the second Public Meeting.
 - #3: The third Stakeholder Meeting will coincide with the 30% design submittal and function as the FIR Meeting.
 - #4: The fourth Stakeholder Meeting will coincide with the 95% design submittal and function as the FOR Meeting.

Subtask 1.6 – Progress Reports and Invoicing

Monthly progress reports and invoices will be submitted to CCD in a timely manner.

Deliverables for this task include:

- *Project Management Plan to include:*
 - *Work Plan – Project Schedule*
 - *Communication Plan*
 - *Quality Management Plan*
- *Meeting Minutes and Notes*
- *Monthly Invoices and Progress Reports*

Task 2 – Public Information/Engagement (Phase 1 & Phase 2)

Subtask 2.1 – Public Involvement Plan

We will develop a draft and final Public Involvement Plan that will outline the purpose of the plan, the key audiences, key messages, tools and tactics, and roles and responsibilities to inform the stakeholders and public at-large about this project. The plan will include outlining a strategy and



schedule for public notice of outreach efforts and dissemination of information. It will identify methods for public notification and dissemination of information that is within the consultant's scope of work and also what the client will lead.

Deliverables for this subtask include:

- *One (1) draft and one (1) final Public Involvement Plan*

Subtask 2.2 – Outreach Material

The following is proposed for public outreach materials:

2.2.1 Quarterly Elected Officials Newsletter

We will produce a newsletter and content for up to six (6) elected officials' newsletters. The newsletter will be distributed by the client to the City Council and Mayor's office contacts. Apex will obtain a list of when council members distribute newsletters to constituents and will provide content ahead of those dates as requested by each council member.

2.2.2 Social Media Campaign Calendar

We will develop a social media calendar that will include content and existing or already-produced and approved graphics/images to include in the posts. The calendar will include Facebook, Twitter and NextDoor posts (up to 24 total posts to neighborhood Facebook pages and NextDoor.com. Content will also be condensed to be used for Twitter posts and shared with RNO's.).

2.2.3 Community Ambassador List Development & Toolkits

We will develop a list of community ambassadors and stakeholders who have participated in other Federal Boulevard Projects, as well as those who might be new to the community. In addition, HDR will take the social media content, newsletter information and other project materials and repurpose them in to up to four (4) toolkits with an electronic 'ask' of the ambassadors to share the information across their communication channels.

2.2.4 Graphic Design

We will produce up to five (5) pieces of public-facing collateral outside of what is already embedded in the other outreach tasks. Items could include:

- Postcard design template
- Fact sheet/handout design template (if needed for in-person events)
- Large format board template (if needed for in-person events)
- Infographic of project process
- Yard sign and Walk Your City signs
- Public-friendly maps or displays of technical work

Deliverables for this subtask include:

- *One (1) quarterly elected official newsletter template designed in InDesign*
- *Up to six (6) quarterly elected official newsletter content documents*
- *Up to six (6) InDesign quarterly elected official newsletter drafts and finals*
- *One (1) project-long social media campaign calendar*

- *Twenty-four (24) social media posts*
- *One (1) Community Ambassador List*
- *Up to four (4) Community Ambassador Toolkits*
- *Up to five (5) graphic design collateral pieces*
- *Electronic files of all Public Information materials*

Subtask 2.3 – Online Public Meetings

HDR will create up to two (2) on-demand online meetings that will be hosted from an HDR-owned URL and shared/posted on the CCD project website. The meeting will stay ‘open’ between two weeks and 30 days depending on the project public input needs and final technical schedule.

Deliverables for this subtask include:

- *Two (2) online meeting storyboards*
- *Two (2) online meeting URL/links*

Assumptions for this subtask include:

- *HDR will host the URL during the meeting open timeframe*
- *HDR will archive the link for future reference*
- *CCD will post the meeting on the project website*
- *Assume up to two (2) rounds of revisions between the consultant and client per deliverable*

Subtask 2.4 – Hotline Development & Management

HDR will develop a phone hotline and monitor to it through the life of the project. The recorded message on the hotline will be in English, Spanish and Vietnamese. Comments will be logged and supplied to the project team as they are received.

Deliverables for this subtask include:

- *One (1) hotline phone number*
- *One (1) hotline comment/contact log*

Assumptions for this subtask include:

- *HDR will set up the hotline and it will close at the end of the project*
- *HDR will provide the comments/questions via email to the project team for response*

Subtask 2.5 – Block-by-Block Meetings

HDR will host one (1) round of four (4) meetings along the corridor. The meetings will be hosted in-person if social distancing is achieved. If not, a virtual meeting will be conducted with the property/business owners along the two segments of the corridor. The meetings will provide the property owners information about the project and the project team will have displays and other materials that they can provide comments on.

Deliverables for this subtask include:

- *Meeting plan for each of the block-by-block meetings*

- *Sign-in sheets and comment forms for each of the block-by-block meetings*

Assumptions for this subtask include:

- *HDR will handle the logistics of the meetings in coordination with client schedules*
- *HDR will provide the virtual meeting link/logistics if the meeting can't take place in-person*
- *HDR will provide the materials electronically for review and will handle the printing if the meetings are in-person*
- *Assume up to two (2) rounds of revisions between the consultant and client per deliverable*

Subtask 2.6 – Multi-lingual Translation (Spanish, Vietnamese and Somali)

HDR will handle the language translation/interpretation vendor. Each public-facing deliverable will be translated in to Spanish, Vietnamese and Somali.

Deliverables for this subtask include:

- *Translated collateral materials*

Assumptions for this subtask include:

- *HDR will handle the invoicing as a direct expense to the client*
- *Translated materials will be provided electronically by HDR*
- *Assume one (1) round of revisions between the consultant and client per translated collateral piece*
- *Assume the content will be finalized and verified before it is sent to the vendor for translation*

Subtask 2.7 – Comment Management & Analysis

HDR will collect comments from each of the outreach activities and add them to a master comment log. HDR will also analyze the comments and identify issues/themes for each comment.

Deliverables for this subtask include:

- *One (1) electronically- handled comment log*

Assumptions for this subtask include:

- *HDR will provide monthly updates of comments electronically*
- *The client will respond to necessary comments/questions*

Task 3 – Project Prioritization and Gap Analysis (Phase 1)

Subtask 3.1 – Existing Data

We will review the existing data and data analysis that has been completed by the ongoing Federal Boulevard Alternatives Analysis project (AA Project) and other recent projects and assist CCD with developing baseline data that can be used in the future as pre-implementation evaluation data in a before and after study for the transit improvements that are implemented. Apex will compile the appropriate data and document data sources and any analysis so that it can be replicated during the after study. The data will be organized in such a way that it can be easily understood by stakeholders and decision makers in order to draw meaningful conclusions about

how and why CCD invests in these types of improvements. Data collection and data sources will include:

- Vehicular traffic counts: Apex will compile recent count data (2018 – 2020) and has budgeted to collect 10 additional peak hour turn counts.
- Vehicular travel times: Inrix
- Transit travel times, speed, and delay: RTD
- Crash data: Denver Vision Zero team
- Aerial/field review of project corridor to document existing geometric conditions including lane configurations and turn lane lengths.
- Existing available ROW information (provided by CCD)
- Public engagement: As discussed under Subtask 2.8, HDR will provide a summary of public feedback.

Deliverables for this subtask include:

- *Existing Data Summaries*

Assumptions for this subtask include:

- *CCD will provide recent traffic count data*
- *RTD will provide transit data*
- *CCD's Vision Zero team will provide a crash summary for the study area*
- *CCD will provide sales tax receipts*

Subtask 3.2 – Transit Projects Confirmation

The transit improvements and conceptual design from Denver Moves: Federal, RTD Transit Priority Analysis of Selected Corridors Final Recommendations and Federal Boulevard Corridor Plan – Opportunities and Implementation Report will be reviewed and individual projects for short-term transit-related improvements will be broken out from the full corridor vision. We will review the list of identified projects and perform a gap analysis to identify where the addition of queue jumps and/or transit signal priority at intersections not yet identified for these improvements provide benefits to transit speed and reliability and the cost and impacts to traffic operations are not prohibitive. These smaller projects will move forward into the prioritization process to determine which improvements to move forward into final design.

Deliverables for this subtask include:

- *Graphical representation of smaller break-out projects to move into prioritization*
- *List of smaller break-out projects to move into prioritization*

Assumptions for this subtask include:

- *Denver Moves: Federal project will complete a conceptual design for a combination of side running BRT and enhanced bus with limited right-of-way acquisition*

Subtask 3.3 – Transit Operations

We will perform a review of the transit travel time, delay, and speed data collected for the full corridor. This data will be documented in segments matching the smaller projects broken out in Subtask 3.2 so that it can be utilized during the prioritization process.

Deliverables for this subtask include:

- *Summary map of transit data*

Assumptions for this subtask include:

- *RTD will provide transit data for Subtask 3.1*

Subtask 3.4 – Traffic Operations

We will perform traffic analysis in Synchro for up to 5 locations as directed by the City. This is in addition to the work currently being performed as part of the Denver Moves: Federal project and will allow for analysis of any particular locations that raise concerns. It is our understanding that 16 of the signalized intersections along Federal Boulevard will be analyzed by the Denver Moves: Federal project in January 2021. It should be noted that Synchro analysis cannot provide significant information regarding impacts from TSP and therefore we will also provide a spreadsheet analysis similar to what is being done for the Denver Moves: Federal project to understand TSP benefits for transit operations. A narrative will be developed based on data from previous TSP traffic analysis performed and current TSP implementations in the Denver Metro Area describing at a high level the minor impacts anticipated to general traffic on the Federal Boulevard corridor as a result of TSP.

Deliverables for this subtask include:

- *Summary tables for traffic analysis results*

Subtask 3.5 – Bus Stop Evaluation

In addition, we will map the existing conditions of bus stops along the corridor using the bus stop inventory. We will work with the TGT to reconfirm the framework and thresholds that were used to develop recommendations for bus stop improvements, including rebalancing/consolidation of stops and relocating stops (with pedestrian safety in mind) for 15 major stops in the RTD Transit Priority study and apply them to all bus stops along the corridor. We will also add additional information not included in RTD's study for the north and south ends of the corridor. Recommended improvements to stops will be added to the project list and map.

Deliverables for this subtask include:

- *Updated project list and map and recommendations.*

Subtask 3.6 – Prioritization Criteria & Risk Categories

We will develop draft prioritization criteria, informed by the goals outlined in Denver Moves: Transit, the Federal Boulevard Corridor Plan, transit speed and reliability plans from peer cities, and other relevant plans. The team will develop general categories and more detailed subcategories for the criteria that will be organized in a spreadsheet format so that users can easily sort by and within categories. Examples of general categories could include: transit operations, equity, rider experience, safety/vision zero, NEPA considerations, anticipate costs,

and multimodal enhancement. Sub-categories could include: increased transit speed, reduced stop delay, reduce congestion related delay, reduced person hour delay, increased reliability, within equity priority areas, distance to vulnerable populations, enhanced stop amenities, improved bicycle or pedestrian access/facility, improves ADA-accessibility, etc. Additional sub-categories related to equity are anticipated to be developed based on the Determinants of Equitable Investment Workshop that is currently planned as part of the Denver Moves: Transit Phase 2 project. The team will create an Excel-based Prioritization Tool that will allow users to sort and weigh criteria during project prioritization.

We will also develop draft risk categories and associated impacts of the risks. Examples of risk categories are ROW acquisition, impact to utilities, impact to access points, impacts to cross street traffic, impact to bicycle facilities, impacts to safety for all modes of traffic, parking removal, etc. Each risk will be associated with cost and time impacts, including monetary cost, level of public outreach, and level of external coordination. Similar to the prioritization criteria, these risk categories will be organized so a user can sort and weigh the impacts, and compare or combine overall risk costs with the estimated project construction costs.

Deliverables for this subtask include:

- *Draft and Final Prioritization Criteria and Risk Categories List*

Subtask 3.7 – Cost Estimates & Project Prioritization

The Apex team will incorporate edits from the feedback obtained in the first Stakeholder Meeting and Public Meeting and prepare a final project list and map. The concept designs from Denver Moves: Federal and recent and/or current relevant DOTI project cost sheets, will be used to develop cost estimates. The projects will be input into the Prioritization Tool and criteria and risks will be completed for all projects.

The team will use the Prioritization Tool to develop a recommended, prioritized list of short- and long-term projects that fit within the \$2.5M construction funding available. Working with the TGT, assumptions and priorities will be tested by weighting individual criteria or risks in order to better understand how different priorities impact the final project list. The team will document final assumptions used to develop the prioritized list.

Deliverables for this subtask include:

- *Draft Cost Estimates and Project Prioritization List*

Subtask 3.8 – Memorandum

A draft and final memorandum will be developed to document the methodologies used to develop the Prioritization Tool and develop the final prioritized project list. This memorandum will be incorporated into the final project documentation after design completion.

Deliverables for this subtask include:

- *Draft and Final Memo Summarizing Prioritization Process and Methodologies*

Task 4 – NEPA Evaluation and Clearance (Phase 2)

As previously stated, the project will be completed in two phases with Phase 1 being the initial planning efforts and Phase 2 being the detailed final design. Task 4, NEPA Evaluation and Clearances, is part of Phase 2 and will only be completed for the areas of the corridor where final design is recommended as an outcome of Phase 1.

FHU will document the existing environmental resources in the corridor and determine likely effects to these resources by the proposed projects that have been identified to progress to final design and construction. We assume that FHU will be able to document all of the near-term projects along the corridor into one Categorical Exclusion (CatEx), rather than one CatEx for each of the smaller project elements. This will provide efficient and consistent NEPA documentation for the improvements along Federal. It is important to note that this determination is dependent upon further scoping with CDOT Region 1 Environmental Staff and the Federal Highway Administration.

The CatEx will evaluate the Proposed Action and include the items necessary for completion of the CDOT CatEx Form 128. The following technical reports and technical memoranda will be prepared in support of the CatEx.

Subtask 4.1 – Hazardous Materials

An Initial Site Assessment (ISA) 881 will be prepared to verify the status of sites previously identified as potential and recognized environmental concerns. Sites that could be a materials management or worker health and safety issue will be identified, as well as mitigation options. The ISA 881 Form will be included as supporting documentation for the CatEx. A Phase 2 Hazardous Materials Assessment is excluded at this time.

Subtask 4.2 – Historic Resources

A historic resources assessment will include coordination with the CDOT Region 1 Historian and State Historic Preservation Officer (SHPO). A Historic Cultural Resources Analysis Tech Memo will be prepared and included as supporting documentation for the CatEx and will include the following:

- Identify the historic Area of Potential Effect (APE) in consultation between CDOT and the State Historic Preservation Office (SHPO), to evaluate impacts to potential historic resources within the expanded project area.
- Conduct a literature and records search for previously recorded historic resources at the Office of Archaeology and Historic Preservation (OAHP) and an intensive architectural field survey of the APE and determination of National Register of Historic Places (NRHP) eligibility for each resource 45 years or older will be completed.
- Prepare a table of the potential historic properties that may require an OAHP Form 1403 or 1405, including details of the resource, the current NRHP status, the required OAHP form, and the effects to the property from the proposed action. This will be required by CDOT due to the multiple properties with the proposed APE.
- Prepare eligibility and effects correspondence letter, in compliance with Section 106 of the National Historic Preservation Act and provide to CDOT for submittal to SHPO. CDOT will provide the letter to consulting parties (e.g., public, historic preservation groups, local historical

societies, museums) regarding historic properties for review and comment. The letter will identify recommendations for necessary historic mitigation and will request comment from SHPO and consulting parties.

- Identify historic mitigation for impacts to the historic features identified in the previous task.
- If needed, assist CCD with drafting a Memorandum of Agreement (MOA). The MOA may include adverse effects to new properties within the APE.

Subtask 4.3 – Archaeological/Paleontological Resources

FHU will coordinate with CDOT Region 1 during scoping for these resources. It is assumed that CDOT Environmental Staff will complete the paleontological and archeological resources tasks.

Subtask 4.4 – Noise

FHU will conduct noise analysis in accordance with CDOT Noise guidance. A Traffic Noise Impact Assessment Technical Report will be prepared and included as an Appendix to the Documented CatEx. At this time, FHU does not anticipate that the project would be a Type I project requiring a detailed noise study. However, if necessary, FHU can provide these services under an amended task order.

Subtask 4.5 – Air Quality

FHU will prepare an Air Quality memorandum that discusses the potential for the project elements' impacts on air quality. At this time, FHU does not anticipate the need for a project specific Carbon Monoxide Hot Spot Analysis will be needed for this project. However, if necessary, FHU can provide these services under an amended task order.

Subtask 4.6 – Land Use/Social and Economic Resources

Prepare a land use and socio-economic impact assessment including documenting effects (both positive and negative) on the aging population (65+), community cohesion, safety and security, neighborhoods, and accessibility of facilities and services.

Prepare a technical memorandum including a summary of the impact assessments and mitigation measures. Anticipated impacts and any potential mitigation will be documented in the current Reevaluation.

Subtask 4.7 – Environmental Justice

Review data from the U.S. Census and other applicable resources to identify existing low-income and minority populations within the expanded project area. Impacts to these communities will be evaluated using CDOT and FHWA guidance in accordance with Executive Order 12898. Beneficial effects of the project on these populations also will be identified. The analysis will cross-reference other resources as appropriate (e.g., noise, air, health equity, and, community cohesion, relocation impacts); and document outreach efforts and input (or feedback) for low-income and/or minority communities.

Document the Environmental Justice evaluation in a technical memorandum. Identify any adverse effects and develop mitigation measures, if necessary, that would avoid or reduce the impacts

according to environmental justice guidelines. Anticipated impacts and any potential mitigation will be documented in the CatEx.

Subtask 4.8 – Biological Resources

A biological resources memorandum will be conducted. The biological resources assessment will include identifying any Federal or State listed threatened and endangered species or their habitat, migratory birds, riparian areas (Senate Bill 40 resources), wildlife, vegetation, wetlands, and noxious weeds. It is anticipated that little to no wetlands, threatened and endangered species habitat, or SB 40 resources are present along this corridor. A Biological Resources Tech Memo will be prepared and included as supporting documentation for the CatEx.

We will also identify appropriate mitigation and incorporate these items into project plans and specifications.

The following environmental resources are anticipated to have no impacts and will not need to be reviewed during this evaluation: Floodplains, Geologic Resources and Soils, Land Use, Section 4(f)/6(f), and Visual Resources.

Deliverables for this task include:

- *CDOT CatEx Form 128 and associated technical reports*

Task 5 – Engineering Design (Phase 2)

As previously stated, the project will be completed in two phases with Phase 1 being the initial planning efforts and Phase 2 being the detailed final design. Task 5, Engineering Design, is part of Phase 2 and will only be completed for the areas of the corridor where final design is recommended as an outcome of Phase 1.

Once we have agreed upon the prioritized improvement locations, we will progress the designs for the selected project through to final design focusing on transit, while considering safety improvements and functional, sustainable infrastructure. All documents will be prepared and submitted for concurrent review by all necessary stakeholders.

Subtask 5.1 – Mapping

Good design starts with an accurate survey of existing conditions. HKS's mapping will begin with previous surveys, ROW documents, obtaining primary control data and monument records, coordinating underground utility locates, and creating an overall project plan.

5.1.1 Design Survey

A topographical design survey will be developed for the defined project areas in sufficient detail to accurately identify locations where improvements will be required to meet ADA requirements. The survey will include the identified areas of construction within the corridor and on adjacent side streets east and west of the corridor. The following information will be included: breaklines, topographic features, buildings, curbs and gutters, surface treatments, trees and substantial vegetation, utility covers and manholes, aerial utilities, lot lines, ROW lines, and any other features pertinent to the design. Subsurface utilities, including historic features such as trolley tracks, will

be mapped based on existing CCD mapping supplemented with field sampling (potholing, magnetic surveys, manhole dips, etc.) as required. We will coordinate with CCD in regards to other current and previous projects along Federal Boulevard to obtain any recent previous survey information to supplement the project survey efforts.

5.1.2 Right of Way Survey

Survey of the monumentation of the Right-of-Way and Property lines along Federal Boulevard will be completed for the areas of construction identified by the project. This work will include a diligent search for and recovery of Survey Control monuments from which the ROW or any land boundary can be calculated, described, or monumented, lying within the identified area of project influence. These include but are not limited to: City of Denver Range Points and accessories, Public Land Survey System (PLSS) monuments, ROW monuments, property boundary monuments and offsets, benchmarks, easement monuments, and other monuments that are required by law or regulation to be established and recorded by a Professional Land Surveyor (PLS). All recovered range points within the project influence will be enclosed in a monument box which is brought to grade. Missing range points will be reestablished and monumented per current City Standards. Surveyed ROW will be submitted for CCD records and included in the Design Documents.

5.1.3 Survey Control Map

From the information collected, a survey control map will be prepared within the project limits. The survey control map will also depict all the primary CCD horizontal control monuments that are near the project. The coordinate system for this project will be based on the city low distortion projection (CCD Local). A coordinate table will be prepared for all the depicted monuments. The map will be prepared in accordance with the Colorado Revised Statutes and shall additionally include a list of all maps or documents considered in preparing the survey. The list will reference the recording, depositing, or identification information of each document. Additionally, this map will include a documentation legend of all monuments describing the physical characteristics of the monument.

5.1.4 Existing ROW Plan & Ownership Map

HKS's ROW and ownership mapping includes researching records for existing subdivision plats, ROW maps or plans, and title documents in the area; all of this information will be summarized in a plan showing the project corridor and adjacent properties. The location and description of each property corner, benchmark, section corner, and/or survey control points located or set during the survey are shown on a map and presented in tabular format. This information is critical when reviewing concepts for prioritization to adequately assess the risks and potential impacts.

5.1.5 Subsurface Utility Engineering

Utilities can have significant impacts on project costs and schedules during design and construction. Due to the length of this corridor, we are recommending a focused SUE investigation approach. HKS will coordinate with the City and Goodbee on the collection of records and mapping from other projects that overlap with the projects being progressed to final design, many of which have collected recent SUE information and from utility companies along the Federal

Boulevard corridor. This information will be used for the development of the existing utility base file that can be referenced into the design plans, showing utility type, ownership, size, and material, based on available record information provided by the utility owner. After initial mapping is completed, the design team will work together to identify locations for supplemental field investigation, if necessary, based on CRS 9-1.5 and ASCE 38 standards, the proposed project impacts, and engineering judgement. Selection of the appropriate utility imaging method is dependent on multiple project-specific variables, such as, soil composition, utility depth, utility material, sewer flow volumes, etc. In areas where the recommended improvements do not require over 2-feet of excavation, the QL D or QL C utility linework will be adequate to inform design and meet legislative requirements. If any existing utilities are in conflict with a potential new gravity fed system improvements or additional information on depth is required, we will supplement the SUE plans with QL A test holes. This focused approach will minimize project cost for SUE plan deliverables and will be compliant with CRS 9-1.5 and ASCE 38 standards.

Deliverables for this subtask include:

- *Survey control map, draft for review*
- *Survey Control Map, comments addressed, signed, and sealed*
- *Existing right-of-way plan and ownership map, draft for review*
- *Existing right-of-way plan and ownership map, comments addressed, signed and sealed*
- *Recovery or reestablishment of range points and monuments*
- *PDF and AutoCAD files of all deliverable products*
- *Point files of all survey shots*
- *All survey data and mapping in AutoCAD file for use by the design team*
- *Existing SUE quality level identification, cataloging, and labeling on sheets*
- *Utility Matrix*

Subtask 5.2 – 30% (FIR) Design

Once we have agreed upon the projects to move forward into design Apex will progress the conceptual design for these areas to 30% (FIR) level plans. This work will likely include development of the following sheets:

- Title Sheet
- City and CDOT Standard Plan Lists
- General Notes
- Horizontal Control
- Summary of Approximate Quantities (SAQ)
- Removal Plans and Tabulation of Removals
- Roadway Plans and Tabulation of Surfacing
- Drainage Plans and Tabulation of Drainage Items
- Stormsewer Plan and Profiles
- SUE Plans (QL-B)
- Utility Plans

- Signal Modification Plans and Tabulation of Signal Items
- Signing and Striping plans and Tabulations of Signing and Striping

In addition the following will be completed:

- Preliminary Drainage Report
- Preliminary Environmental Report
- Preliminary Construction Cost Estimate (utilizing CDOT cost data)
- Updated Design Schedule

All documents necessary for Stakeholder Meeting #3 (which will function as the FIR meeting) will be prepared and submitted to CCD, RTD, and CDOT for concurrent review.

Deliverables for this subtask include:

- *30% (FIR) Design Plans and Cost Estimate*
- *Preliminary Drainage Report*
- *Preliminary Environmental Report*
- *Updated Design Schedule*
- *30% Comment Resolution Form (CRF)*

Subtask 5.3 – 60% Design

All 30% (FIR) comments will be addressed with documentation in a CRF to progress towards a 60% design. At 60%, Apex will submit a full set of plans, including detail sheets, and estimate to CCD for review in advance of a 95% (FOR) submittal and meeting. This will include updates to address comments on all of the plan sheets and reports submitted at FIR and the following additional sheets will be included with the 60% submittal:

- Flowline Profiles
- Roadway Details
- Drainage Details
- SWMP Narrative
- Erosion Control Plans
- Tabulation of Traffic Control Items
- Tabulation of Earthwork
- Cross Sections

Deliverables for this subtask include:

- *60% Design Plans and Cost Estimate*
- *Updated Drainage Report*
- *Updated Design Schedule*
- *60% CRF*

Subtask 5.4 – 95% (FOR) Design

All 60% comments will be addressed with documentation in a CRF to progress towards a 95% design. At 95%, Apex will submit a full set of plans, specifications, and estimate to CCD, RTD, and CDOT for concurrent review in advance of Stakeholder Meeting #4 (which will function as the

FOR meeting) . This will include updates to address comments on all of the plan sheets and reports submitted at 30% and 60%, as well as the following additional sheets included with the FOR submittal:

- Survey Control Sheets
- Concrete Jointing Plan (if needed)
- ROW Plans (if needed)
- SUE Plans (QL-A)

Deliverables for this subtask include:

- *95% (FOR) Design Plans, Specifications and Estimate*
- *Updated Drainage Report*
- *Updated Environmental Report*
- *Updated Design Schedule*
- *Preliminary Construction Schedule*
- *95% Comment Resolution Form*

Subtask 5.5 – Final Design

All 95% (FOR) comments will be addressed with documentation in a CRF to progress the design to 100% plans, specifications and engineers estimate that are suitable for advertisement. This will include updates to address comments on all of the plan sheets and reports submitted at FOR and the necessary exhibits and documents needed for the CDOT ROW (if necessary), Environmental and Utility clearance processes. The final submittal will include electronically sealed PDF versions for the construction bid plans, specifications and cost estimates along with the corresponding electronic files in CAD, Word and Excel.

We will work with CCD and CDOT to complete the necessary coordination and documents needed for Environmental, Utility and ROW (if necessary) clearances.

Deliverables for this subtask include:

- *100% (Final) Design Plans, Specifications and Estimate*
- *Final Drainage Report*
- *Final Environmental Report*
- *Final ROW/Easement Plans (if needed)*
- *Updated Construction Schedule*
- *Final Comment Resolution Form*
- *All Documents Required to complete CDOT Environmental, Utility and ROW (if necessary) Clearances*

Task 6 – Draft and Final Report

We will create a Draft Report summarizing all the information and data identified in the previous tasks. The report will include technical appendices, summary documentation of the public involvement, graphics and maps from previous tasks completed. CCD, RTD, CDOT and any other review agency will have four (4) weeks to review and comment on the Draft Report. The team will

address one round of consolidated comments and incorporate them into the Final Report. We will provide 10 bound copies of the final report and electronic copies in PDF format to the City.

Deliverables for this task include:

- *Draft Design Report including Technical Appendices*
- *Final Design Report and Comment Review Form documenting how we addressed comments on draft*

Anticipated Schedule

Apex is aware that this design schedule is correlated to the Denver Moves: Federal project completion. We will remain flexible and adapt to changing schedule needs. However, an initial schedule containing major milestones is listed below.

- Notice To Proceed – February 2021
- Kick-Off Meeting – February 2021
- Project Prioritization (Phase 1) – March 2021 thru August 2021
- Engineering Design (Phase 2) – November 2021 thru August 2022

	Principal (Melissa Rosas)	Sr. Transportation Engineer III (Ben Waldman)	Senior Transportation Engineer II (Malinda Reese)	Senior Civil Engineer (Jessica Burch)	Sr. Transportation Engineer II (Tony Hurd)	Sr. Transportation Planner II (Jessica Hernandez)	Transportation Engineer	Transportation Planner	EIT II	Project Assistant	Project Administrator	Apex Total	HDR	FHU	HKS	YEH	Goodbee	Totals
Task 1. Project Management/Administration (Phases 1 and 2)																		
Work Plan and Schedule		16	4															
Communication Plan		16	4															
Quality Management Plan		16	4															
Project Management and Coordination Meetings	8	108	8										\$ 10,000.00					
Kickoff	3	3	3			3	3											
Monthly Coordination Meetings		27	9	9	9	9	27											
Federal One Build Meetings (6 total)		9																
Technical Workshops (6 total)		18	12	12		12	12	12										
Stakeholder Meeting #1		8				16	16											
Stakeholder Meeting #2		8				16	16											
Stakeholder Meeting #3 (FIR Meeting)		8		16		8	16	8										
Stakeholder Meeting #4 (FOR Meeting)		8		16		8	16	8										
Block by Block Meetings (4 total)		8				8												
Progress Reports and Invoicing	4	20	4							18	20							
Total Hours Task 1	15	273	48	53	9	80	74	60	0	18	20							
Subtotal Task 1	\$ 3,600.00	\$ 58,968.00	\$ 8,640.00	\$ 8,692.00	\$ 1,620.00	\$ 12,480.00	\$ 9,324.00	\$ 6,240.00	\$ -	\$ 1,620.00	\$ 2,680.00	\$ 113,864.00	\$ 10,000.00					\$ 123,864.00
Task 2. Public Involvement (Phase 1 and 2)																		
Public Meeting #1		8	8			8	8											
Public Meeting #2		8	8			8	8											
Total Hours Task 2	0	16	16	0	0	16	0	16	0	0	0							
Subtotal Task 2	\$ -	\$ 3,456.00	\$ 2,880.00	\$ -	\$ -	\$ 2,496.00	\$ -	\$ 1,664.00	\$ -	\$ -	\$ -	\$ 10,496.00	\$ 40,000.00					\$ 50,496.00
Task 3. Project Prioritization (Phase 1)																		
Existing Data Summary		4	4			16	48	12										
Transit Projects Confirmation		4	8			8	20											
Transit Operations Evaluation		4	16				44											
Traffic Operations		4	16				40											
Bus Stop Evaluation		12				16	48						\$ 10,000.00					
Prioritization Criteria & Risk Categories		2	8	8		16	24											
Cost Estimates and Project Prioritization																		
Project Prioritization		8	8	8		8	16											
Cost Estimates		4	4	8	8		40	40										
Memorandum		4	4	4		12	24											
Total Hours Task 3	0	34	80	28	8	76	40	224	92	0	0							
Subtotal Task 3	\$ -	\$ 7,344.00	\$ 14,400.00	\$ 4,592.00	\$ 1,440.00	\$ 11,856.00	\$ 5,040.00	\$ 23,296.00	\$ 9,016.00	\$ -	\$ -	\$ 76,984.00	\$ 10,000.00					\$ 86,984.00
Task 4. NEPA (Phase 2)														\$ 42,770.00				\$ 42,770.00
Task 5. Engineering Design (Phase 2)																		
Mapping																		
Survey																		
SUE																		
Geotech																		
30% (FIR) Design		10	8	16	16		80	80					\$ 2,500.00	\$ 15,000.00				
60% Design (CCD Submittal Only)		10	6	30	16		124	140					\$ 2,500.00	\$ 20,000.00				
95% (FOR Design)		20	6	30	16		130	140					\$ 5,000.00	\$ 30,000.00				
Final Design and Clearances		60		16	16		40	40						\$ 7,500.00				
Utility Coordination																		\$ 52,500.00
Total Hours Task 5	0	100	20	92	64	0	374	0	400	0	0							
Subtotal Task 5	\$ -	\$ 21,600.00	\$ 3,600.00	\$ 15,088.00	\$ 11,520.00	\$ -	\$ 47,124.00	\$ -	\$ 39,200.00	\$ -	\$ -	\$ 138,132.00	\$ 10,000.00	\$ 72,500.00	\$ 132,500.00	\$ 22,500.00	\$ 52,500.00	\$ 428,132.00
Task 7. Draft and Final Documents (Phase 2)																		
Hours	15	431	168	177	81	176	488	308	512	18	20							
Subtotal Task 6	\$ -	\$ 1,728.00	\$ 720.00	\$ 656.00	\$ -	\$ 624.00	\$ -	\$ 832.00	\$ 1,960.00	\$ -	\$ -	\$ 6,520.00						\$ 6,520.00
Apex Labor Costs	\$ 3,600.00	\$ 93,096.00	\$ 30,240.00	\$ 29,028.00	\$ 14,580.00	\$ 27,456.00	\$ 61,488.00	\$ 32,032.00	\$ 50,176.00	\$ 1,620.00	\$ 2,680.00	\$ 345,996.00	\$ 70,000.00	\$ 115,270.00	\$ 132,500.00	\$ 22,500.00	\$ 52,500.00	\$ 738,766.00
Traffic Data Collection (10 Intersections)												\$ 3,000.00						\$ 3,000.00
Direct Expenses												\$ 1,234.00	\$ 6,000.00	\$ 1,000.00				\$ 8,234.00
Total Fee Estimate																		\$ 750,000.00

Note: Fee estimate for all Phase 2 tasks are approximate. After the completion of Phase 1 the Apex team will rescope the design phase and provide more detail to align with the work effort needed for the identified design projects.

\$ 345,996.00

Total Labor (Including Sub-Consultants)	\$ 738,766.00
Traffic Counts (10 Intersections)	\$ 3,000.00
Apex Direct Expenses	\$ 1,234.00
HDR Direct Expenses	\$ 6,000.00
FHU Direct Expenses	\$ 1,000.00
Total Direct Expenses	\$ 11,234.00
Total	\$ 750,000.00

Exhibit B
ATTACHMENT 2

CONSULTANT TEAM MEMBERS

Prime Consultant: Apex Design, PC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 240
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$ 224
Senior Transportation Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 216
Senior Project Manager	Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 204
Senior Transportation Engineer II	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$ 180
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$ 164
Senior ITS Engineer	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 160
Senior Transportation Planner II	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 156
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules.	\$ 152
Senior Transportation Engineer	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 150
Transportation Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$ 146
Construction Engineer II	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 142
Construction Manager	Creates and manages construction schedules; Performs pre-and post-installation field reviews; shares lessons learned from installations, manages integration and testing in field.	\$ 136
Data Services Manager	Coordinates and collects traffic and transportation data. Reviews and summarizes data for use in engineering evaluations.	\$ 136
ITS Engineer	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 126

Exhibit B

Prime Consultant: Apex Design, PC (cont.)

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

Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 126
ITS Construction Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and	\$ 126
Senior Construction Inspector	Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements.	\$ 126
Senior TIM Coordinator	Manage and/or staff traffic management center	\$ 110
Transportation Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 104
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 104
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 98
Technical Specialist I	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts.	\$ 96
EIT	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 92
Construction Engineer	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 90
Construction Inspector	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 90
Data Analyst	Performs data analysis and reporting	\$ 88
Junior Transportation Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 72
Intern	Performs data collection, analysis, and drafting assignments under the direction of professional staff	\$ 50
Project Administrator	Responsible for all accounting aspects of project.	\$ 134
Project Assistant	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 90
Administrative Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: ~ 2.9.

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

REIMBURSABLE EXPENSES

Prime Consultant: Apex Design, PC

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$0.10</u> / each
Copies (8 1/2 x 14")	<u>\$0.20</u> / each
Red-line copies	<u>\$5.00</u> / S.F.
Reproducibles	<u>\$2.00</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Felsburg Holt & Ullevig

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

Title/Classification	Responsibilities	Rate/Hr.
Principal II	Senior Oversight, QA/QC, Team and Task Leadership	\$240
Associate	Team and Task Leadership	\$210
Sr Environmental Scientist/ Planner	Task Leadership, Environmental	\$190
Environmental Scientist/ Planner IV	Task Leadership, Environmental	\$155
Environmental Scientist/ Planner III	Task Leadership, Environmental	\$130
Environmental Scientist/ Planner II	Environmental	\$115
Environmental Scientist/ Planner I	Environmental	\$105
Transportation Planner IV	Task Leadership, Transportation Planning	\$155
Transportation Planner III	Transportation Planning	\$130
Transportation Planner II	Transportation Planning	\$115
Transportation Planner I	Transportation Planning	\$105
Sr. Engineer	Team and Task Leadership, Engineering	\$195
Engineer V	Task Leadership, Engineering	\$175
Engineer IV	Task Leadership, Engineering	\$155
Engineer III	Task Leadership, Engineering	\$130
Engineer II	Engineering	\$115
Engineer I	Engineering	\$105

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.9.

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

REIMBURSABLE EXPENSES

Sub-Consultant: Felsburg Holt & Ullevig

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.19</u> / each
Copies (8 1/2 x 14")	\$ <u>.19</u> / each
Red-line copies	\$ <u>.31</u> / S.F.
Reproducibles \$ <u>.19</u> / page	

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Harris Kocher Engineering Group, Inc. DBA Harris Kocher Smith

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Manages firm, department staffing, QA/QC procedures	\$195.00
Associate Principal	Manages firm, department staffing, QA/QC procedures	\$175.00
Department Manager	Responsible for project schedule and budget, project management	\$160.00
Senior Project Manager	Responsible for project schedule and budget, project management	\$155.00
Project Manager	Responsible for project schedule and budget, project management	\$145.00
Senior Project Engineer	Responsible for engineering design of project, task assignments	\$135.00
Project Engineer	Responsible engineer-in-charge, responsible for quality of deliverables	\$130.00
Design Engineer	Technical designer and draftsperson	\$120.00
Engineering Technician	Draftsperson	\$105.00
Dry Utility Coordinator	Coordination of utility services for site	\$105.00
Construction Observer	Perform spot check as required to confirm conformance	\$110.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0.

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Harris Kocher Engineering Group, Inc. DBA Harris Kocher Smith cont.

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

Title/Classification	Responsibilities	Rate/Hr.
Survey Manager	Licensed surveyor in charge of mgmt of survey projects and mgrs	\$155.00
Survey Project Manager	Licensed surveyor in responsible charge of project	\$130.00
Construction Survey Mgr	Management of survey construction staking projects	\$130.00
Project Surveyor	Drafting, calculations, written property descriptions	\$110.00
Two Person Crew	Responsible for engineering design of project, task assignments	\$180.00
One Person Crew	Responsible engineer-in-charge, responsible for quality of deliverables	\$140.00
Clerical	Administrative/clerical work	\$95.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0.

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

REIMBURSABLE EXPENSES

Sub-Consultant: Harris Kocher Engineering Group, Inc. DBA Harris Kocher Smith

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

- 3. Actual cost of reproduction of drawings and specifications requested by the City.
- 4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.045</u> (bw) / each
Copies (8 1/2 x 14")	\$ <u>.065</u> (bw) / each
Red-line copies	\$ <u>4.46</u> (color) / S.F.
Reproducibles	\$ <u>.045</u> (bw) / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: HDR Engineering, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Communications/Public Relations Manager	Strategic Communications and Outreach	\$144
Designer II	Engineer	\$126

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.96.

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

REIMBURSABLE EXPENSES

Prime Consultant: HDR Engineering, Inc.

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.05</u> / each
Copies (8 1/2 x 14")	\$ <u>0.05</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>0.15</u> / page

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Yeh and Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Ensure project receives all needed support. Review Schedule, budget.	\$210.00
Senior Project Manager	Responsible for day to day management of project	\$190.00
Project Manager	Responsible for day to day management of limited scope projects	\$160.00
Sr. Engineer/Geologist	Performs engineering/geological investigations.	\$140.00
Project Engineer/Geologist	Performs investigations, prepares reports.	\$120.00
Staff Engineer/Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$105.00
Engineer or Geologist Intern	Performs calculations, sketches, and work with the supervision a engineer.	\$65.00
Resident Construction Engineer	Responsible for managing, scheduling, and delivering construction projects. Licensed	\$185.00
Construction Manager	Responsible for day to day management of limited scope projects Non-licensed	\$160.00
Construction Observer 3	Inspects construction, submits daily field reports.	\$130.00
Construction Observer 2	Provide Construction Inspection services, written field reports	\$115.00
Construction Observer 1	Provide Construction Inspection services, written field reports	\$105.00
Technician Leader/Supervisor	Provides quality control for field project documentation	\$133.50
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing.	\$115.00
Technician 3	Conducts tests on soils, concrete, asphalt. Fully certified	\$90.00
Technician 2	Samples and tests asphalt, concrete, aggregate, and soils.	\$80.00
Technician 1	Samples and tests asphalt, concrete, aggregate, and soils.	\$70.00
Graphics/CAD specialist	Prepares conceptual studies and designs	\$135.00
Cad Technician	Prepares studies and designs into electronic files	\$80.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.86

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs.

Reproduction, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager.

Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc.

are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Yeh and Associates, Inc.

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

All reimbursable expenses will need the approval by the City before being charged

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles \$ _____ / page	At Cost if outsourced
Outside Vendors (Drilling, Traffic Control, Outside Lab, etc.)	At Cost Plus 10%

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
President	Directs all aspects of the firm's operations	\$185
Principal	Directs all aspects of the firm's operations	\$185
Project Manager III	Leads and reviews technical work	\$150
Project Manager II	Leads and reviews technical work	\$135
Project Manager I	Leads and reviews technical work	\$125
Landscape Architect (Principal)	Leads and reviews technical work	\$175
Landscape Architect III	Leads and reviews technical work	\$150
Landscape Architect II	Leads and reviews technical work	\$130
Landscape Architect I	Leads and reviews technical work	\$110
Designer III	Completes technical work under direction of a PM/LA	\$115
Designer II	Completes technical work under direction of a PM/LA	\$110
Designer I	Completes technical work under direction of a PM/LA	\$100
CAD II	Completes technical work under direction of a PM/LA	\$100
CAD I	Completes technical work under direction of a PM/LA	\$80
SUE Field Manager	Leads and reviews field work	\$150
SUE Senior Technician	Leads and completes field work	\$130
SUE Technician II	Completes field work under direction of manager	\$110
SUE Technician I	Completes field work under direction of manager	\$90
SUE Junior Technician	Completes field work under direction of manager	\$70
Survey Manager	Leads and reviews field work	\$145
Survey Party Chief	Leads and completes field work	\$125
Survey Technician II	Completes field work under direction of manager	\$95
Survey Technician I	Completes field work under direction of manager	\$80
Administrator	Bookkeeping and general administration	\$110
Administrative Assistant	General administration	\$80

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

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

Exhibit B

REIMBURSABLE EXPENSES

Sub-Consultant: Goodbee & Associates, Inc.

The additional expense of the consultant reimbursable by the City shall include:

Actual cost of reproduction of drawings and specifications requested by the City.

Travel/transportation costs shall not be reimbursable by the City for Consultants.

Actual Costs

Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Red-line copies

Reproducibles

Charge Rate

\$ at cost / each

\$ at cost / each

\$ at cost / each

\$ at cost / each



Exhibit C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2021

2/25/2021

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 Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1407115 Consor Engineers, LLC DBA Apex Design 1675 Larimer St #400 Denver CO 80202	INSURER A : Lexington Insurance Company		19437
	INSURER B : Hartford Insurance Co of the Midwest		37478
	INSURER C : Great American Insurance Company		16691
	INSURER D : Manufacturers Alliance Insurance Company		36897
	INSURER E : Pennsylvania Manufacturers' Assoc Ins Co		12262
	INSURER F : AXIS Surplus Insurance Company		26620

COVERAGES **CERTIFICATE NUMBER:** 17072088 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	035417916	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	84 UEN OL5490	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	TUE 3274463 01	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	2020010468405Y (AOS) 2020010468405B (HI)	12/31/2020 12/31/2020	12/31/2021 12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Professional & Environmental Liability	N	N	EBZ634816/01/2020	12/31/2020	12/31/2021	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Additional Insured includes: City and County of Denver.

CERTIFICATE HOLDER

CANCELLATION See Attachment

17072088 City and County of Denver Contractor Licensing 201 W Colfax Ave., Dept. 205 Denver CO 80202-0000	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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Exhibit C

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

General Liability, Automobile Liability, and Umbrella Liability: Blanket Additional Insured and Waiver of Subrogation is provided as required by written contract per policy provisions. WC: Waiver of Subrogation is provided as required by written contract per policy provisions.



City and County of Denver Contractor Licensing
201 W Colfax Ave., Dept. 205
Denver CO 80202-0000

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17072088**.

Email: STL-edelivery@lockton.com

Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies