

## DESIGN SERVICES AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CH2M HILL ENGINEERS, INC**, a Delaware corporation registered to do business in Colorado, with its principal place of business doing business at] 9127 South Jamaica Street, Englewood, Colorado, 80112 (the “Design Consultant”), jointly “the Parties”.

### RECITALS:

**A.** The City desires to obtain professional architecture and engineering design services in support of the Brighton Boulevard (between 29<sup>th</sup> and 44<sup>th</sup> Streets) Project (the “Project”); and

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

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

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

### SECTION 1 – ENGAGEMENT

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

**1.02 Line of Authority for Contract Administration.** The City's Executive Director of Public Works (who may also be referred to as the “Manager of Public Works” or “Manager”) is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates the City Engineer as the Executive 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 Executive Director's approval. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive 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** and if applicable any additions to **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 projects for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

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

(h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Executive 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 will be provided to the Design Consultant upon execution of this Agreement.

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

#### 2.04 Coordination and Cooperation.

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

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

#### 2.05 Personnel Assignments.

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

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

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

(d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant,

together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.

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

(f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Executive 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 Executive Director, which approval shall not be unreasonably withheld.

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

(k) The Executive Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Executive Director receives the list of changes. If the Executive 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.** The Basic Services which must be performed on the Project have been separated into the phases described below. This initial agreement will establish the tasks and a maximum price for Phase I. If, in its sole discretion, the City decides to authorize Design Consultant to proceed with Phase II the phase will be authorized by written amendment. If such services extend beyond three years, the City may, in its sole discretion, negotiate a rate adjustment.

(a) **Phase I – Design Development and Public Outreach:** Phase I – Design

Development and Public Outreach consists of all work described in **Exhibit A**. The Design Consultant shall satisfactorily complete all work set out in **Exhibit A** as part of Design Consultants basic services for Phase I.

- (b) **Phase II – Final Design and Construction Administration:** If the City, in its sole discretion, decides to proceed with Phase II – Final Design and Construction Administration, Consultant and City will develop a Scope of Work that will be incorporated into this agreement as **Exhibit A-1** by written amendment. Any Phase II work performed by consultant before the City executes a written amendment will be performed at the Consultant's risk.

## **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** (and any supplements thereto), of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

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

1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit A** (and any supplements thereto);
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 of the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.

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

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

(f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of



asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

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

## **2.10 Compliance with M/WBE Requirements.**

(a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 21%. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 20%.

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

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
- (2) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders

or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.

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

### **SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING**

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

**3.01 Fee for basic services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed:

(a) **Fee for Phase I Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase I basic services rendered hereunder, a fee not to exceed **SEVEN HUNDRED AND NINETEEN THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS AND 00/100 (\$719,325.00)**, in accordance with the billing rates and project budget stated in **Exhibit A**.

(b) **Fee for Phase II Basic Services:** To be negotiated and incorporated by written amendment.

**3.02 Reimbursable Expenses.** The following expenses will be reimbursed at cost with mileage being reimbursed at the then current IRS rate: Mileage, parking, photocopying, graphic expenses, postage and delivery costs. Expenses not identified in this paragraph, specifically identified in **Exhibit A** (and any supplements thereto) or pre-approved in writing by the City will not be reimbursed. 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

**FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00)** unless an additional amount is approved by the Executive 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 **FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00)**.

**3.04 Invoicing and Payment.** The City will make monthly progress payments for all services performed under this Agreement based upon the Design Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the Executive Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Executive Director. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

**3.05 Maximum Contract Amount.**

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED AND SEVENTY-FOUR THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS AND 00/100 (\$774,325.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.

(b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or

performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

#### **SECTION 4 – TERM AND TERMINATION**

**4.01 Term.** The term of this Agreement shall commence on November 1, 2014 and shall expire on October 31, 2015, 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 Executive Director.

(b) The Executive Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Executive 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 Executive Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

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

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

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

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

**5.07 Insurance.**

(a) **General Conditions:** Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement 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 Design Consultant. Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance:** Design Consultant shall provide a copy of

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

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

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

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

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

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



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

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

(j) **Additional Provisions:**

(1) For Commercial General Liability the policies 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.

(2) For claims-made coverage:

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

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

## **5.08 Defense & Indemnification.**

(a) To the fullest extent permitted by law, the Design Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subcontractors, or

suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Design Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Design Consultant is not named as a Defendant.

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

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

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

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

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

- Exhibit A** Scope of Work and Rates
- Exhibit B** Key Personnel/Team Members
- Exhibit C** ACORD Certificate of Insurance

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

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

**5.11 When Rights and Remedies Not Waived.** In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist

on the part of the Design Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

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

**5.13. Conflict of Interest.**

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

(b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

**5.16 Taxes, Charges and Penalties.** The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as

provided in the City's Prompt Payment Ordinance.

**5.17 Proprietary or Confidential Information.**

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

(b) Design Consultant's Information: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

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

(b) The Consultant certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(c) The Consultant also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the

subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

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

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

to the City: Executive Director of Public Works  
201 West Colfax Avenue, Dept. 601  
Denver, Colorado 80202

to the Design Consultant: CH2M Hill Engineers, Inc  
9127 South Jamaica Street  
Englewood, Colorado 80112  
Attention: Legal Department

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

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

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

**5.28 Counterparts of this Agreement.** This Agreement will be executed in

two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

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**LIST OF EXHIBITS:**

**EXHIBIT A: Scope of Work and Rates**

**EXHIBIT B: Key Personnel/Team Members**

**EXHIBIT C: Certificate of Insurance**



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201418034-00

**Contractor Name:** CH2M HILL Engineers, Inc.

By: Danielle L Yearsley

Name: Danielle L Yearsley  
(please print)

Title: Designated Manager  
(please print)

**ATTEST: [if required]**

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

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

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



# **Exhibit A**

**EXHIBIT A  
BRIGHTON BOULEVARD  
PHASE I- DESIGN DEVELOPMENT AND PUBLIC OUTREACH  
SCOPE OF WORK  
JULY 29, 2014**

**Overview**

The City and County of Denver (the "City") is contracting with the CH2M HILL Team (the "Consultant") to provide design services for Brighton Boulevard from 29th to 44th Streets.

The redevelopment of Brighton Boulevard is part of a broader vision of Mayor Michael B. Hancock to establish a new gateway into Denver between Denver Union Station (DUS) and Denver International Airport (DIA) and is a key placemaking component of the 23-mile Corridor of Opportunity and one of six major projects of the North Denver Cornerstone Collaborative (NDCC), which was created by Mayor Hancock to align all of these efforts under one coordinated vision as part of creating a world class city and to help rebuild and reconnect the neighborhoods of Globeville, Elyria and Swansea to the rest of the City.

This Project involves professional design engineering and related services required to produce preliminary design of a hybrid reconstruction concept of Brighton Boulevard (29th to 44th Streets) in accordance with the conceptual plan outlined by the Brighton Boulevard Redevelopment Project (BBRP). This project will also take into account the transition needed between 28th and 29th Streets and the transition to the interchange zone on the north end.

Since announcing completing the BBRP and announcing the recommendations, the City has continued to work with property owners who are in the midst of design and redevelopment along the corridor, mainly between 31<sup>st</sup> Street and 35<sup>th</sup> Street. Through this process a hybrid concept which incorporates current development plans into the conceptual design and provides an interim solution that safely transitions between properties that are redeveloping and those that are remaining. In addition, this hybrid design concept identifies opportunities to provide on street parking in the short term. As design progresses, this hybrid concept will continue to be refined and evolve through conversations with adjacent property owners.

It is assumed that the hybrid design will not require right-of-way acquisitions with the exception of temporary construction easements. At properties that are redeveloping, the City and Developers will work towards an agreement so that elements of the ultimate vision can be designed outside of the existing right-of-way without acquiring additional right-of-way.

It is assumed that construction funding for this project is currently being pursued and may be available soon.

The basics services which must be performed on the Project have been separated into the phases described below. This initial agreement will establish the tasks and maximum price for Phase 1. If, in its sole discretion, the City decides to authorize the Design Consultant to proceed with Phase II the phase will be authorized by written amendment.

**Phase I- Preliminary Design:** Phase I-Design Development and Public Outreach consists of the work described in this scope of work.

**Phase II- Final Design and Construction Administration:** If the City, in its sole discretion, decides to proceed with Phase II- Final Design and Construction Administration, for a selected segment of the project, the Consultant and the City will develop a Scope of Work that will be incorporated into this agreement. Any Phase II work performed by the Consultant before the City executes a written amendment will be performed at the Consultant's risk.

**Project Timeline**

This is a scope of work for the Brighton Boulevard Design Development and Public Outreach Services Contract. It is anticipated that the following tasks will be completed in five (6) months from the issuance of the Notice to Proceed. The proposed schedule of activities is below.

**SCHEDULE OF ACTIVITIES**

<u>Task</u>	<u>Tasks</u>	<u>Month</u>					
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	Project Management						
2	Meetings						
3	Civil Engineering Design						
4	Drainage						
5	Signing, Striping, and Traffic Signal Design						
6	Traffic Control Design						
7	Cost Estimating						
8	Urban Design and Placemaking						
9	Landscaping, Irrigation, and Urban Design Amenities						
10	Public Outreach and Public Meetings						
11	Business Improvement District (BID) Support						
12	Environmental Subsurface Investigation						
13	Additional Services						

Note - See specific tasks for deliverables

**Specific Tasks**

The following are the specific tasks for the Brighton Boulevard Design.

**Task 1: Project Management**

The City Project Manager (PM) for the Brighton Boulevard Design will be responsible for the day-to-day management of the Consultant team and satisfactory completion of the scope of work. Specifically, the City PM will:

- Have primary authority for contract management, direction and enforcement
- Review and approve the Consultant’s monthly progress reports and invoices
- Review and approve any significant schedule changes and any contract modifications
- Review and approve all meeting agendas, minutes and meeting materials prepared by the Consultant
- Hold regular meetings with the Project Management Team (PMT). The Project Management Team will include, but is not limited to, representatives from Public Works, Parks and Recreation, Office of Economic Development, Environmental Health, Community Planning and Development, North Denver Cornerstone Collaborative, and Development Services
- Lead meetings with support of Consultant project manager

The Consultant PM will:

- With input from the Project Management Team (PMT), prepare a Project Execution Plan for the design.
  - The Project Execution Plan will specify the roles and responsibilities of the Consultant and other design participants, identify goals and key objectives, identify specific work tasks, sub-tasks and provide a timeline, schedule and scope of work.
  - Weekly coordinate with the City PM
  - Monitor the project budget, schedule, and deliverables
  - Oversee and manage the sub-consultants
  - Prepare and send monthly invoices to the City PM

*Deliverables:*

- Project Execution Plan including
  - Detailed Project Schedule
  - Quality Plan
  - Health & Safety Plan

**Task 2: Meetings**

The Consultant will prepare for and attend the following meetings.

*Meetings:*

- Project Manager Meetings
- Q4 2014 NDCC Meeting
- Q1 2015 NDCC Meeting
- Six (6) PMT meetings
- Miscellaneous meetings (assume 18)
- Plan review meeting
- Urban Design Guidelines review meeting

*Deliverables:*

- Meeting notes from PMT and Miscellaneous Meetings

**Task 3: Civil Engineering Design**

**Assumptions:**

- Comments on the Preliminary Civil Plans will be addressed in the next design phase.
- No structural design is included in this scope of work for any required retaining walls. Required retaining wall locations would be identified in plan view.

For Brighton Boulevard from the 28th Street transition zone to 44th Street, the following civil engineering design will be completed.

**Preliminary Roadway Design**

- Review survey information
  - Determine critical points, such as building frontages and low points, that will drive the roadway design
- Review geotechnical information
  - Develop pavement section for typical section

- Review utility information
  - Identify potential conflicts that would affect the roadway design
  - Refine the existing utility plan sheets
  - Develop boring log summary table
- Typical Sections
  - Refine the concept level Brighton Boulevard typical sections for the (A) Main Street and (B) Education, Industry, and Develop character areas
  - Develop cross street typical sections, including pavement sections. Assume nine (9) cross streets
- Alignments
  - Refine Brighton horizontal alignment based on the verified right of way information
  - Develop Brighton vertical alignment based on previously identified critical points from the survey
  - Develop cross street horizontal alignments (9)
  - Develop cross street vertical alignments (9)
  - Assume one additional refinement to the Brighton Boulevard vertical alignment and cross street alignments (9) to ensure appropriate intersection design
- Intersections
  - Based on previous traffic analysis, determine appropriate turning lanes including lengths and tapers
  - Develop curb returns
- Access
  - Assume sixty (60) individual access location will be determined.
  - Determine access locations based on property owner interview input
  - Develop horizontal layouts of accesses
- Transitions
  - Provide input to Developers on transitions from new development plans to existing conditions on Brighton Boulevard
  - Provide guideline information for future development to transition from Phase 1 to the Ultimate Vision
    - Information will include details needed to guide designers to apply appropriate treatments for the bicycle facility at intersections and driveways
  - Develop transitions for cross section elements such as sidewalks, amenity zones, etc. at intersections and where Phase 1 and Ultimate Vision transitions occur.
  - Determine transition from two way bike facility to protected bicycle lane at 29th

- Bicycle Facility
  - Determine protection treatment for bicycle facility along corridor
  - Work with traffic engineering services and public works to determine feasibility of protected bicycle intersections
  - Identify and detail treatment of bicycle facility at driveways and intersections utilizing best practices identified in NACTO and similar bicycle treatment guidelines
  - Provide input to Developers on transitions from new development plans to existing conditions on Brighton Boulevard
- Bus stops
  - Determine locations for bus pads and bus stops
  - Develop layouts for bus pads and bus stops
- Cross Sections
  - Develop cross sections for Brighton Boulevard
  - Develop cross sections for cross streets (9 streets)
  - Cross sections will be every 50 ft and at key locations.
- Removals
  - Develop removals plans
- Develop civil engineering design quantities
- Coordinate with other disciplines (drainage, bike facility design, urban design)
  - Incorporate drainage facility design and water quality features in plan set
  - Incorporate urban design features in plan set
- Perform internal QC review of the Preliminary Civil Plans
- Update the Preliminary Civil Plans based on QC review comments

### **Preliminary Civil Plans**

- Print, assemble, and submit the preliminary design plan package
  - Roadway, Drainage, Urban Design Plans shall be 1"= 50' Scale
  - See table at the end of this document for assumed sheet count for Preliminary Civil Plans
- Comments will be compiled into a comment and responses form that includes how the comments will be addressed in the next phase of design. The City and Supporting Agencies will review and give their concurrence how comments will be addressed in the next design phase.



*Deliverables:*

- Transition Guidelines
- Preliminary Civil Plans
  - 20 Hard Copy Sets
  - 1 CD with PDF files of the plan sheets
  - 1 CD with the AutoCAD design files
- Documentation of comments and responses on Preliminary Civil Plans

**Task 4: Drainage**

**Assumptions:**

- Design of regional drainage facilities are not part of this scope of work.
- 2-foot base mapping provided by CCD or UDFCD is adequate for drainage basin delineation for offsite drainage basins.
- Major drainageway basin planning studies performed for UDFCD and CCD shall be utilized to understand regional drainage patterns only. Improvements recommended in these plans shall be considered as future improvements, and not designed with this project.

For Brighton Boulevard from the 28th Street transition zone to 44th Street, the following Drainage work will be completed.

**Hydrology**

- Establish drainage basin data: delineate, determine size, waterway geometrics, vegetation cover, land use
- Collect historical data: research flood history and previous and ongoing project designs in the project proximity; obtain data from CCD and UDFCD
- Select a storm frequency based on the established criteria
- Analyze hydrology for inlets, and culvert locations
- Analyze hydrology for street section, proposed ponds, inlets, ditches, and green infrastructure

**Hydraulics**

- Accomplish the preliminary design of local drainage system
- Recommend culvert pipe sizes, type, shape and material
- Analyze South Platte River floodplain impacts for 100-year flow
- Permanent Water Quality Facilities
  - Analyze and design permanent water quality facilities
  - Understand magnitude of volumes as they relate to proposed engineering and urban design objectives of the Brighton Boulevard plan. Develop alternative criteria for treatment (i.e. manage 100% of WQCV, 75%, 50%, etc.)
  - Create plan alternatives that identify locations best suited for WQCV treatment within the ROW

- Coordinate locations of treatment areas with project team/ client; coordinate to meet objectives of project (Urban Design, Landscape, Transpiration, and Engineering)
- Refine Alternatives based on client/ team feedback; prepare alternative plans for City agency review
- Stormwater Management Plan (SWMP)
- For preliminary design, a general Stormwater Management Plan will be completed. A more detailed, conventional Stormwater Management Plan will be completed in a future phase of design. The general plan will include:
  - An overview of how stormwater will be managed in accordance with CCD's MS4, criteria, standard plans and specifications
  - General Stormwater Management Details
  - One (1) sample plan view layout will be develop. Detailed SWMP Plans will not be developed
  - No detailed SWMP design quantities will be developed
    - The stormwater management costs for the construction estimate will be based on a percentage of the overall construction cost estimate.
- Prepare a preliminary Hydraulics and Hydrology report which shall consider historical flows of the basin and suggest appropriate measures to address passing of such flows. The Hydraulics and Hydrology report shall address existing storm water culvert crossings as well as analysis of the existing and proposed roadway drainage systems, including inlets, pipes and ditches.
- Preliminary Water Quality Report
  - Prepare a preliminary water quality report and water quality plan to address permanent water quality requirements for the project.
- Prepare preliminary drainage design plans
- Prepare preliminary drainage design quantities

*Deliverables:*

- Preliminary Hydraulics and Hydrology Report
- Preliminary Water Quality Report including general Stormwater Management Plan
- Preliminary Drainage Plans

**Task 5: Signing, Striping, and Traffic Signal Design**

For Brighton Boulevard from the 28th Street transition zone to 44th Street, the following Signing, Striping, and Traffic Signal Design work will be completed.

**Signing and Striping**

- Signing

- Inventory existing signs
- Determine required signing
- Develop proposed signing plan
- Striping
  - Develop striping design and plans
- Develop Bike Facility signing and striping details
  - Details will focus on intersection and other transitions
- Prepare preliminary signing and striping design quantities

### **Traffic Signal Design**

#### **Assumptions:**

- This scope does not include design of a new signal at 31<sup>st</sup>
- Signals will be designed to the hybrid design concept within existing right-of-way. Some traffic signal equipment would need to be relocated for the future ultimate condition.

#### **Traffic Signal Design**

- Develop signal design for four (4) intersections- 29th, 35th, 38th , and 44th Streets
  - Signal design will include location for controller cabinet, poles and traffic signal heads
  - Recommended signal head configuration will be shown for vehicular and pedestrian traffic
  - No signal timing will be developed
- Develop Bicycle Facility signal details
  - Identify signalization treatments to accommodate bicycle and pedestrian traffic at 29th, 35th, 38th, and 44th Streets
- Prepare preliminary signal design quantities

#### *Deliverables:*

- Preliminary Signing and Striping Plans
- Preliminary Signal Plans

### **Task 6: Traffic Control Design**

For Brighton Boulevard from the 28th Street transition zone to 44th Street, the following Traffic Control work will be completed.

#### **Assumption:**

- For the preliminary design, it is assumed that the simplified traffic control plans will be developed for a single Brighton Boulevard construction project with construction limits from the 28<sup>th</sup> Street transition zone to 44<sup>th</sup> Street.
- The main effort work for this task will be the development of the traffic control methodology and strategy.

### **Traffic Control Strategy**

- Develop overall phasing concept including:
  - Implementation methodology that details:
    - How to construct Brighton Boulevard in a way that reduces impacts to businesses and residences
    - Consideration for how different deliveries methods would impact traffic control
    - Consideration for how multiple construction packages would impact traffic control project
  - Coordination with City staff including one (1) strategy session

### **Traffic Control Design**

- Develop preliminary temporary traffic control design.
  - Including identification of potential roadway, bicycle facility, and pedestrian detours
  - Including any proposed road closures
  - Including identification of possible construction stages
- Prepare preliminary traffic control concept plans
  - Plans will include overall concept notes, standard traffic control details, and 1-2 typical phasing sheets
    - Plans will not include detailed individual phasing plans showing striping and traffic control devices.
- No detailed preliminary traffic control design quantities will be developed.
  - The traffic control costs for the construction estimate will be based on a percentage of the overall construction cost estimate.

#### *Deliverables:*

- Traffic Control Implementation Methodology
- Preliminary Traffic Control Plans

### **Task 7: Cost Estimating**

For Brighton Boulevard from the 28th Street transition zone to 44th Street, the following Cost Estimating work will be completed:

#### **Engineer's Estimate**

- Develop a construction cost estimate. Calculate quantities and unit price analysis for all identified pay items. Include a contingency for unknown items.

#### *Deliverables:*

- Preliminary Construction Cost Estimate

## **Task 8: Urban Design and Placemaking**

The purpose of this task is to determine the function of the Urban Design, *Design Standards and Guidelines (DS&G)* and refine the scope and organization of the document that will best communicate to community leaders, public officials, design consultants, and private developers the desired urban form and assist them in making informed decisions in the design of Brighton Boulevard and adjacent properties. The team will organize a work session with the City to review the rationale behind and precedents for the recommended outline and refine the DS&G purpose, scope, and organization as necessary. The specific subtasks and deliverables are:

1. **Kick-Off Work Session:** The team will organize and lead one (1) work session with the project team and the City to review the recommended outline and revise the purpose and scope of the DS&G as appropriate. During the work session the team will address the following issues:
  - Topics: In conjunction with the Task 9, the team will present a range of possible elements that need to be addressed by the DS&G and determine which items will be included in preliminary design drawings.
  - Level of Detail and Organization: Determining how much detail is appropriate for the projects, what aspects of urban design should be controlled, and how the document is organized is critical to their overall effectiveness. The team will develop with City input prescriptive and performance based requirements for private developer delivered components versus City built components. The team will review the pros and cons of the differing options in order to determine the appropriate level of detail and document organization with the Client.
  - Document Outline: Prepare one (1) draft and one (1) final outline listing topics to be addressed by the standards, and their organization in the Design Standards and Guideline document. Each standard/guideline will be listed in detail to understand the goal and purpose of that standard. An Example outline may include the following items:
    - **FUNCTIONAL REQUIREMENTS**
      - Sidewalk
      - Parking
      - Corners/ Curb Extensions
      - Crosswalks
      - Driveways/Loading Zones
      - Amenity Zones
      - Bus Stops/ Bus Pads
      - Bike Facilities
    - **STREETSCAPE ELEMENTS**
      - Trees and Plantings
      - Plant Material
        - Use and Effect
        - Plant Height and Sight Triangles
        - Maintenance
        - Irrigation
      - Planters
        - Flush Planters
        - Curbed Planters
        - Free-Standing Planters
      - Tree Grates
      - Landscaping and Utilities
      - Lighting
        - Vehicular Lighting
        - Pedestrian Lighting

- Lighting Enhancements
- Railings
- Sidewalk Pavement
  - Concrete Finishes
  - Special Finishes
  - Pavers
- Roadway Pavement
  - Crosswalks
  - Striping
  - Curb and Gutter
  - Curb Ramps
- Street Furniture
  - Benches
  - Trash Receptacles
  - Bicycle Racks
  - Bollards
- Community Identifiers
  - Gateways and Area Markers
  - Kiosks
  - Banners and Pole Identifiers
  - Sidewalk Medallions
  - Public Art
- Parking
- Traffic Control Devices
- Signage
- Construction and Maintenance

**2. Draft Design Standards and Guidelines:** Based on the approved document structure and outline, the team will prepare draft design standards and guidelines text (in MS Word format), as well as draft diagrams/graphics. The specific tasks and deliverables are:

- Prepare a draft version of the proposed standards and guidelines text in MS Word format, for review with the project team.
- Draft Graphics / Exhibits: Prepare a draft of the necessary graphics and/or diagrams required to explain each of the proposed urban design standards. The graphics will be prepared concurrently with the text, for review with the project team and Client.
- Standards and Guideline Work session: The team will organize and lead up to two (2) work sessions with the project team, Client and selected property owners (to be invited by the City) to review the draft text, graphics and standards testing.

**3. Final Design Standards and Guidelines:** Based on the approved draft text and graphics, the team will prepare the final design standards document to be delivered to the client in Adobe InDesign and PDF format. The final document will integrate the text and supporting graphics into a cohesive document. The specific tasks and deliverables are:

- Prepare Graphic Design Template: prepare one (1) draft InDesign template depicting the graphic design template for the final document. To depict the final graphic design, the team will prepare three (3) sample sheets for review and approval of the City
- Final Text and Graphics: Based on the draft feedback, the team will prepare the final text (in MS Word format) and supporting graphics for the City

- Prepare Final Document: prepare the final document, formatted in Adobe InDesign according to the approved graphic design template. The team will prepare one (1) final version, and deliver the final Adobe InDesign and PDF

*Deliverables:*

- Urban Design Guidelines

**Task 9: Landscape Architecture, Irrigation, and Urban Design Amenities**

For Brighton Boulevard from 28th Street transition zone to 44th Street, the following Landscaping, Irrigation, and Urban Design Amenities work will be completed to prepare preliminary design studies and establish the basic design concepts and preliminary capital costs. The team will develop a Preliminary Design package for the areas from 29th Street to 44th Street. The specific tasks and deliverables are:

1. **Preliminary Kick-off Meeting:** Lead one (1) meeting with the client and design team to verify scope, infrastructure and program criteria, City technical requirements and the construction budget for the streetscape improvements.
2. **Preliminary Design Package:** Prepare Preliminary Design drawings that illustrate the proposed streetscape design. In conjunction with the civil engineering drawings and Urban Design Standards, they will address all streetscape, landscape and irrigation components, including pedestrian and vehicular circulation, drainage facilities, paving materials and layout, plant materials, grading, lighting and furnishings. The specific items included are:
  - a. Overall Streetscape Layout Plan: Site plan illustrating the overall preliminary design concept, and all proposed improvements and elements. This plan will identify and dimension the location of all streetscape elements to ensure they meet City requirements for spacing and visibility within corner and site triangles, etc.
  - b. Plan Enlargements: Five (5) site plan enlargements to detail key areas of components of the preliminary Design.
  - c. Water Quality Facilities: Preliminary plan enlargements and details describing the proposed water quality concepts, their integration with the streetscape, and any necessary curbs, site walls, special paving, etc. that may be required to ensure pedestrian safety, healthy streetscape planting and overall design cohesion.
  - d. Planting Plan: Site plan illustrating tree species and location, plus planting concepts for all planting and/or drainage areas. The plan will also include images of the preliminary plant palette, such as proposed trees, shrubs and groundcovers. In particular, the planting plan will include preliminary details to create adequate street tree growing medium as required by the City Forester, and maintain an urban streetscape.
  - e. Paving Plan: Site plan identifying paving materials and preliminary paving patterns, colors or jointing for the streetscape. The paving plans will emphasize creating defined, identifiable zones for pedestrian and bike circulation, in conjunction with the bike facility design.
  - f. Site Furnishing and Lighting Plan: Proposed location and spacing of street lights, as well as pedestrian lighting and furnishings (if needed). Photographic images of proposed site furnishings and site lighting will be provided, with product

information including the manufacturer, model number, size, finish and color in order to accurately estimate costs.

*Deliverables:*

- Preliminary Landscaping, Irrigation, and Urban Design Plans
- Preliminary Landscaping, Irrigation, and Urban Design Quantities

### **Task 10: Public Outreach and Public Meetings**

For Brighton Boulevard from 28th Street transition zone to 44th Street, the following public outreach and public meeting work will be completed

#### **Messaging and Project Materials**

- The Consultant will develop a message platform to guide all project communications. In addition, the Consultant will develop one (1) project overview fact sheet and up to four (4) other topic-specific handouts (e.g. FAQs, issue-specific fact sheets). The Consultant will also update each document up to two times to ensure that the content is current.

#### **Public Meetings**

- Plan and execute two public open-house meetings. Develop and manage a strategic workplan for each public meeting to ensure consistency in flow and message. Provide feedback on message and design of meeting materials (boards, presentation). Develop online public comment tool for each and provide a summary of input.

#### **Travelling Information Exhibit**

- The Consultant will work with the RiNo Arts District to identify and partner with a local sculptor or other artist to create a visually compelling, portable project information kiosk. The Consultant will coordinate with local businesses and gathering places to rotate the placement of the exhibit monthly.

#### **Community Events**

- The Consultant will staff a table at up to nine (9) community events (e.g. First Fridays or Final Fridays) to interact with stakeholders and share project materials

#### **Community Roundtable Discussions & Presentations**

- The Consultant will develop a database of active stakeholders interested in the project or targeted issues. The Consultant will promote, convene, facilitate and summarize up to four (4) targeted community roundtable discussions around a yet to be determined set of topics (e.g. bike facility design, pedestrian facility design). In addition this task includes time and expenses to prepare and deliver up to ten (10) presentations to various stakeholder groups in the corridor.

#### **Digital Communications**

- The Consultant will revise and provide monthly content updates to the existing project website within the City's denvergov.org domain. The Consultant will also create and maintain a stakeholder and comment database through its TrackVia system. Up to nine (9) project updates will be sent to the entire stakeholder database.



### **NDCC Coordination**

- The Consultant will provide NDCC with project updates to include in their email coordination. In addition, the Consultant will help staff up to two (2) North Denver Cornerstone Collaborative Open House meetings and provide input on the project materials to be displayed at them.

### **Issues Management**

- The Consultant will provide up to thirty-nine (39) hours of senior level strategic planning, issues-management counsel and strategic guidance throughout the course of the project. The focus of this task will depend on the needs of the project but will likely focus on stakeholder relations, crisis preparedness and management and other top-level issues.

#### *Deliverables:*

- Fact Sheets
- Four (4) Topic-Specific Handouts
- Traveling Informational Exhibit
- Community Roundtable Presentations
- Digital content updates

### **Task 11: Business Improvement District (BID) Support**

No BID support effort is included in this scope of work. Tasks associated with the formation of the BID, GID, or other type of special district can vary significantly, depending on the chosen district. The petition requirements and electorate can vary, as can the complexity of formation process. Several other considerations as to how to move the efforts forward need to be measured and will impact the fees and timing of the effort. Approach and fees for this next phase of BID work will be determined at the conclusion of the first phase feasibility process that is beginning completed under the Design Start-up Contract.

### **Task 12: Environmental Subsurface Investigation**

For Brighton Boulevard from 28th Street transition zone to 44th Street, the following Environmental Site Assessment work will be completed.

#### **Subsurface Investigation Planning**

- Prior to initiating site investigation activities, the Consultant will hold a coordination meeting with the City and the developer to review access, investigation activities, sample locations, and site-specific protocols.

#### **Subsurface Investigation**

The subsurface investigation will be performed using the following methods:

##### **Drilling**

- Prior to field services, the Consultant will arrange for underground public utility locates through the Utility Notification Center of Colorado (UNCC). All work will be completed within City-owned right of way.
- The Consultant will retain a traffic-control company to prepare a traffic control plan, and implement traffic control during field activities. The Consultant will obtain the necessary permits from the City.

- Up to 28 soil borings are proposed to be drilled across the project area to a depth of 20 feet below the ground surface. It is estimated that it will take four work days to complete the drilling activities. Groundwater is expected to occur at a depth of less than 20 feet below the ground surface. Adjustments will be made accordingly based on observed field conditions.
- The borings will be drilled using a direct-push system. Soil samples will be collected on a continuous basis in plastic sleeves, and visually described according to the Unified Soil Classification System. Information regarding subsurface conditions will be recorded on a boring log.
- Soil samples collected during drilling will be field screened for non-specific volatile organic compounds (VOCs) using a photoionization detector (PID) and the headspace technique. In the headspace technique, a portion of the soil sample is placed in a “zip-lock” bag, which is sealed and placed in a warm area to promote volatilization. After a period of time, the PID is inserted into the headspace of the bag, and a reading is obtained. This reading will be recorded on the boring log.
- A split of the soil sample with the highest PID reading, within the zone of construction (e.g., zero to five feet below the ground), appears impacted based on visual or olfactory indicators, or at the groundwater interface, will be placed in laboratory-supplied containers, and submitted to Origins Laboratory, Inc. (Origins), for analysis of:
  - VOCs by U.S. EPA Method 8260
  - The RCRA 8 Metals using EPA Methods 6010/7471
  - GRO and DRO using EPA Method 8015

In the event GRO or DRO is detected at concentrations above the OPS threshold of 500 milligrams per kilogram (mg/kg), the soil sample with the highest TEPH/TVPH concentration will also be analyzed for polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270SIM.

- A temporary groundwater monitoring well will be constructed in each soil boring. Ten feet of factory slotted screen will be placed in the bottom of the boring, and blank casing will be threaded onto the screen and extended to the ground surface. A groundwater sample will be obtained from each of the temporary wells the same day as sampling. Given that the borings will be located within City right of way, it may not be possible to let them sit over an extended period of time (e.g., overnight). If possible, the borings will be located in areas with little traffic to allow groundwater to recover into the wells at least 24 hours. Because of the temporary nature of the wells, the wells will not be surged, and no sand pack or bentonite seal will be placed in the annulus between the boring wall and the well casing.
- Prior to sampling, the depth to water will be measured with an electric water level indicator.
- The groundwater samples will be collected using low-flow sampling techniques, and will be containerized in bottles provided by the analytical laboratory, labeled, and placed on ice in a cooler. The samples will be submitted to Origins for analysis of:
  - VOCs using U.S. EPA 8260
  - GRO and DRO using EPA Method 8015
  - The RCRA 8 Metals (dissolved) using EPA Methods 6010/7471

- In the event GRO or DRO is detected above 500 mg/kg in soil, the groundwater sample from the monitoring well with the highest GRO or DRO concentration will also be analyzed for PAHs using EPA Method 8270SIM. The locations of all well casings will be surveyed using a hand-held global position system (GPS), and the elevations of the tops of well casings will be surveyed to a relative benchmark. This data, along with the depth to groundwater data, will be utilized to evaluate groundwater-flow direction (utilizing contouring software).
- Immediately following groundwater sampling, all well casings will be removed, the borings will be backfilled with hydrated bentonite, and the surfaces will be returned to original condition.
- Given the sampling techniques utilized, significant investigation derived waste will not require special disposal.

#### **Subsurface Investigation Report**

- A report will be prepared outlining the work performed and the data obtained. Conclusions regarding the potential for subsurface contamination at the site will be provided. If necessary, recommendations regarding future work will also be included.

#### *Deliverables:*

- Subsurface Investigation Report

#### **Task 13: Additional Services**

At the request of the City PM and with written confirmation, the Consultant will provide additional services to support the preliminary design. Before any additional services are provided, the additional services scope and required level of effort will be agreed upon by the City PM and the Consultant PM.

## Summary

<b>Task #</b>	<b>Task</b>	<b>Cost</b>
1	Project Management	\$80,030
2	Meetings	\$70,660
3	Civil Engineering Design	\$171,055
4	Drainage	\$50,280
5	Signing, Striping, and Traffic Signal Design	\$19,450
6	Traffic Control	\$37,200
7	Cost Estimating	\$9,040
8	Urban Design and Placemaking	\$74,940
9	Landscaping, Irrigation, and Urban Design Amenities	\$44,710
10	Public Outreach and Public Meetings	\$98,650
11	Business Improvement District (BID) Support	\$0
12	Subsurface Investigation Report	\$63,310
13	Additional Services	\$40,000
<b>Sub-Total</b>		<b>\$759,325</b>
<b>Reimbursable Expenses</b>		<b>\$15,000</b>
<b>Total</b>		<b>\$774,325</b>

See attached spreadsheet for specific task breakdown.

<b>Milestone Activity Schedule</b>	
<b>Milestone</b>	<b>Completion Date</b>
Notice to Proceed	November 2014
Public Meeting #1	December 2014
Subsurface Investigation Report	March 2015
Public Meeting #2	March 2015
Preliminary Engineering Plans and Cost Estimate	March 2015
Urban Design Guidelines	March 2015
Preliminary Engineering Plans Review Meeting	April 2015

**EXHIBIT A  
BRIGHTON BOULEVARD  
PHASE I- DESIGN DEVELOPMENT AND PUBLIC OUTREACH  
SCOPE OF WORK  
JULY 29, 2014**

<b>Brighton Preliminary Design</b>	
<b>INDEX OF SHEETS</b>	<b>Sheet Count</b>
Title Sheet	1
Abbreviations and Symbols	1
General Notes	3
Typical Sections	4
Summary of Approximate Quantities	2
Tabulation of Removals	1
Tabulation of Earthwork	1
Tabulation of Surfacing	1
Tabulation of Curb & Gutter, Guardrail, and Miscellaneous Items	1
Land Survey Control Diagram	5
Geometric Layout	4
Removal Plans	15
Construction Phasing Notes	3
Construction Phasing Standard Details and Sample Plan	7
Roadway Plans	15
Roadway Profiles	15
Roadway Details	9
Bicycle Facility Details	12
Drainage Tabulation of Quantities	1
Drainage Plans	15
Sediment Pond Details	1
Storm Water Management Plan Notes	1
Storm Water Management Standard Details and Sample Plan	6
Signing and Striping Tabulation of Quantities	1
Signing and Striping Plan	15
Bicycle Facility Detailed Signing and Striping	12
Signal Tabulation of Quantities	1
Signal Plans	15
Bike Facility Detailed Signal Plans	5
Existing Utility General Notes & Boring Log	1
Existing Utility Plans	15
Urban Design Quantities	1
Urban Design Plans and Details	25
Landscape Design Quantities	1
Landscape Design Plans	15
Landscape Design Details	4
Irrigation Design Quantities	1
Irrigation Design Plans	15
Irrigation Design Details	4
Lighting Plans Tabulation of Quantities	1
Lighting Plans	15
Lighting Details	4
Cross Sections - Brighton Blvd	26
Cross Sections - Cross Street	18
<b>Total sheet count</b>	<b>319</b>

*Attachment 7*

**CONSULTANT TEAM MEMBERS**

**PRIME CONSULTANT: CH2M HILL Engineers, Inc.**

Title/Classification	Responsibilities	Rate/Hr.
Sr. Project Manager	Project Management, Coordination with City Project Manager	\$215
Quality Manager	Ensure Project Quality	\$205
Task Lead	Leads the Civil Engineering, Drainage, and Water Quality Design	\$195
Senior Technologists	Special District Creation, Multimodal Planning, Traffic Planning/Safety/Parking, ITS, Hydrology and Hydraulics, Water Quality and Storm Sewers, Urban Design/Streetscape	\$190
Senior Engineer	Roadways Design, Multimodal Design, Utilities Design, Plan Review, Traffic Planning/Safety/Parking, Traffic Forecasting, Signalization, ITS, Hydrology and Hydraulics, Water Quality, Storm Sewers Design, Cost Estimating, and Project Scheduling	\$175
Engineer	Roadways Design, Multi-Modal Design, Utilities Design, Plan Review, Traffic Planning/Safety/Parking, Traffic Forecasting, Signalization, ITS, Hydrology & Hydraulics, Water Quality, Storm Sewers Design	\$130
Junior Engineer	Roadways Design, Multi-Modal Design, Utilities Design, Plan Review, Traffic Planning/Safety/Parking, Traffic Forecasting, Signalization, ITS, Hydrology and Hydraulics, Water Quality, Storm Sewers Design	\$105
Senior Planner	Environmental/NEPA Analysis and Documentation	\$165
Planner	Environmental/NEPA Analysis and Documentation	\$130
Junior Planner	Environmental and NEPA Analysis and Documentation	\$80
Senior Drafter	CAD/Drafting, CAD Coordination	\$115
CAD Technician	CAD/ Drafting, Plan Production	\$65
Editor	Editing Documents, including Specifications	\$140
Graphics Design	Designing Graphics, including Public Involvement Graphics	\$90
Reprographic Support	Photocopying and Document Production	\$85
Senior Admin	Clerical, Meeting Coordination	\$100
Junior Admin	Clerical	\$70
Intern	Basic Planning or Engineering Tasks	\$65
Contract Administrator	Contract Review and Set-up, Subconsultant Contract Set-up and Monitoring	\$145
Accountant	Project Financial Tracking and Invoicing	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **2.75**

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Fehr & Peers

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal in Charge, Project Oversight, QA/QC	\$315
Senior Associate	Associate in Charge, Project Oversight, QA/QC	\$230
Associate	Project Management, Staff Oversight and Technical Direction	\$195
Senior Engineer/ Planner	Technical Project Review and Oversight, Design Layout	\$175
Engineer/ Planner	Technical Design	\$135
Sr Technical Support	Drafting and Design Implementation	\$165
Sr Administrative Assistant	Invoicing and Administrative Support	\$125
Administrative Assistant	Invoicing and Administrative Support	\$120
Technician	Graphics and Design Support	\$130
Intern	Design and Staff Support	\$90

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0-4.0

**SUB-CONSULTANT TEAM MEMBERS**

**Firm Name:** RNL

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project leadership, quality control	\$225
Senior Associate/Urban Design	Project management (internal) lead urban and streetscape design	\$125
Associate/Landscape Architect	Streetscape design and lead landscape architecture, sustainability and stormwater management solutions	\$130
Landscape Architect	Streetscape design and landscape architecture, design documentation and detailing.	\$100
Landscape Intern	Streetscape design and landscape architecture, design documentation and detailing.	\$80
Project Administration	Project administration	\$65

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2



**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: GBSM, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Principal – Andy Mountain	Public involvement lead	\$250
Senior Associate – Michele Ames	Public involvement day-to-day project contact	\$175
Associate – Olivia Moffett	Public involvement project support	\$125

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:   N/A

*Attachment 7*

**SUB-CONSULTANT TEAM MEMBERS**

**Firm Name:** Wenk Associates

Title/Classification	Responsibilities	Rate/Hr.
Principal I	Principal in Charge / Design Review	\$195
Principal II	Principal in Charge/ Technical Review	\$150
Principal III	Principal in Charge/Design/Technical Lead	\$125
Project Manager	Day to Day contact for the Client and Project Team	\$95
Designer II	Assists Principal with Design Concepts and Technical Approach	\$90
Designer III	Staff Landscape Designer for Redlines and CAD work	\$80
Admin	Typing reports, project filing, coordination	\$60

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name:   Ordonez and Vogelsang, LLC  

Title/Classification	Responsibilities	Rate/Hr.
Principal	Public involvement, traffic engineering	\$155

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:   1.0

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: **Goodbee & Associates, Inc.**

Title/Classification	Responsibilities	Rate/Hr.
Senior Project Manager	Senior Utilities Project Manager; utilities coordination, correspondence and coordination with utility owners within the project area, correspondence and coordination with design team	\$ 140.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Principal	QA/QC by Principal, Meetings with Regulatory and Oversight Agencies	\$178.00/hr
Project Manager	Project Management, Response to Agency Questions, Project Meetings with Client	\$135.00/hr
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$100.00/hr
Project Engineer/Scientist	Phase I ESA Site Visits, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data Collection (including GPS), Technical Editor Review of Documents.	\$96.00/hr
Staff Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant, Driller's Assistant	\$78.00/hr
Drafting		\$70.00/hr
Word Processing, Clerical		\$51.00/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3%

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: 105 West, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Director of Survey/Mapping	Manage Projects/Perform Boundary Survey work and ROW work	\$ 115.00
Project Surveyor	Manage Projects/day-to-day field operations and perform all surveying	\$ 90.00
Survey Technician	Perform all types of surveying required for project completion	\$ 75.00
Survey Crew (2-Man)	Perform field work and coordination	\$ 125.00
Survey Crew (1-Man)	Perform field work and coordination	\$ 105.00
Survey Crew (3-Man)	Perform field work and coordination	\$ 190.00
Administrative	Perform administrative duties	\$ 50.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.04

*Attachment 7*

**SUB-CONSULTANT TEAM MEMBERS**

**Firm Name: RockSol Consulting Group**

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Managing the project, monthly reporting, and oversight	\$176.51
Senior Geotechnical Project Engineer	Oversee the geotechnical investigation, oversee putting the report together and prepare the recommendations	\$119.87
Geotechnical Engineer	Conducts field investigation, prepare borehole logs, assists in preparing the report.	\$86.26
Lab Technician	Conducts Laboratory testing	\$71.61
Lab Manager	Oversees lab testing	\$92.91
Drafting	Prepare plans	\$86.94
Admin Support	Enters geotech data into the database, assists in preparing monthly reports, assists in putting the report together and make copies	\$72.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.72

*Attachment 7*

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name:  P.U.M.A \_\_\_\_\_

Title/Classification	Responsibilities	Rate/Hr.
President	Project oversight/strategic direction	\$200
Vice President	Project Management/daily contact/community liaison/strategic direction/details/interact with City personnel, stakeholders and legal counsel	\$150
Administration	General administration task	\$65

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



## FIRM RESPONSIBILITIES

Prime Consultant: CH2M HILL Engineers, Inc.

SERVICES PROVIDED	NAME OF FIRM	PERCENT PARTICIPATION	%	M/WBE?
Project Management, Project Controls, Quality Management, Civil Engineering	CH2M HILL, Engineers, Inc.	40%	%	No
Bicycle Facility, Design, and Safety	Fehr & Peers	12%	%	No
Urban Design/Landscape/Architecture	RNL	12%	%	No
Public Involvement	GBSM	10%	%	No
Water Quality	Wenk Associates	4%	%	No
Traffic and Phasing	OV Consulting	9%	%	Yes
Utilities	Goodbee & Associates	5%	%	Yes
Environmental Documentation	Pinyon Environmental, Inc.	2%	%	Yes
Surveying	105 West	2%	%	Yes
Geotech	RockSol Consulting Group	3%	%	Yes
Business Improvement District (BID) Support	P.U.M.A	1%	%	No
		100	%	





# **Exhibit B**

# Biographical Data

## Primary Participants

Our team is high quality, responsive, and committed to meeting your schedule needs. Our corridor experience makes us immediately effective in meeting the schedule. We will develop the best approach to move the project forward so when funding becomes available, the City is prepared to act.

*“What we build today will create Denver’s tomorrow. Signature development projects will strengthen our economy, create jobs and improve neighborhoods. These major projects will long outlive us and transform our city forever, employing our residents today and paying dividends for our community and our children for decades to come.”*  
Denver Mayor Michael B. Hancock



**ANDY MOUNTAIN**  
PUBLIC INVOLVEMENT

Education: BS, Journalism  
Total Years of Experience: 18

Andy specializes in the development and implementation strategy of communications, public involvement, and grassroots public education programs and will lead the public engagement work. He is well respected and experienced in the area having worked on the Brighton Boulevard Study, 38th and Blake Transit-Oriented Development, the RTD Commuter Rail Maintenance Facility, and the efforts on the 35/36th Pedestrian Bridge Project.



**BILL LANG, PE**  
PROJECT MANAGER

Education: BS, Civil Engineering Management  
Registration: Professional Engineer (CO, UT, NM, NV, AZ, TX)  
Total Years of Experience: 22

Bill has the capabilities, experience, and availability to manage this project to the full satisfaction of City staff. He has managed over 50 projects consisting of planning, design, construction, and alternative delivery and ranging in size from \$2M to \$1.5B in construction. Most relevant is the fact that he led the same team through the Brighton Boulevard Study. Through that work, Bill has developed contacts and understanding of the key stakeholders in the corridor. Additionally, Bill has been involved with the Better Denver Bond Program, the Peoria Street Railroad Grade Separation, and US 6 and Wadsworth projects.



**DANIELLE YEARSLEY, PE**  
CIVIL ENGINEERING

Education: BS, Civil Engineering  
Registration: Professional Engineer (CO)  
Total Years of Experience: 18

Danielle has managed the engineering work on numerous projects in Colorado including the Brighton Boulevard Study, US 36 Conceptual Engineering, 80<sup>th</sup> Avenue Bridge final design, Dad Clark Bridge Owner’s procurement documents, and Lincoln Avenue Corridor improvements. She has also lent her engineering expertise to the Peoria Street Grade Separation, Better Denver, and US 6 and Wadsworth projects. Danielle has successfully overseen project teams in completing final bid plans, specifications, and construction cost estimates for many projects. She is well-versed in context-sensitive design solutions and will be an asset to the Brighton Boulevard design work.

## Team Members

CH2M HILL and our subconsultant partners are available and fully committed to the success of the Brighton Boulevard Project. Our experience working on similar projects ensures that your needs are met. The CH2M HILL team has the staff with the right technical and managerial experience to satisfy the City's needs on this project.

### Identification of Team Members, Type of Work, and Responsibilities

Our team consists of creative, energetic, and skilled individuals, known by the City, who bring a wide range of capabilities to this project. The organization chart in **Exhibit 4** in Tab 3 demonstrates that we have assembled a team of in-house and subconsultant personnel to provide the City with the broad services needed. This section describes each team member firm, the services they will perform, participation percent, and whether the firm is a certified MBE/WBE firm with the City.



#### Project Management, Project Controls, Quality Management, and Civil Engineering

CH2M HILL is a full-service consulting engineering firm offering the City comprehensive planning, design, project management, and construction management services. We have built a reputation for delivering quality projects of all sizes and complexity.

CH2M HILL has been providing valuable service to the City through our work on key City projects including:

- 2013 Brighton Boulevard Redevelopment Project
- Better Denver Bond Program
- Peoria Street Railroad Grade Separation Project
- DURA TIF Program Management

**Bill Lang**, our proposed project manager, will take this project through design and into construction. He has successfully managed projects of all types and sizes in the Denver Metro area, from planning through construction. His management and engineering experience includes US 36, 120<sup>th</sup> Avenue, and the Parker Road/I-225 Interchange. Most relevant is his

successful leadership of the team that delivered a quality product under an accelerated schedule for the Brighton Boulevard Redevelopment Study. He was Project Principal on the US 6 and Wadsworth Interchange Improvements and Quality Manager on the Peoria Street Railroad Grade Separation Project. Additionally, he assisted the team on the Better Denver Bond Program.

**Danielle Yearsley** will lead the Civil Engineering design. She is an experienced engineering manager who has worked on numerous projects in the Denver metropolitan area, including previous work on the Brighton Boulevard Redevelopment Study, US 36, the Peoria Street Railroad Grade Separation Project, US 6 and Wadsworth Interchange Improvements, and the Better Denver Bond Program.

**Cory Hooper** will lead the drainage and hydraulics work based on his knowledge of the stormwater issues specific to the Brighton corridor. He has extensive experience with stormwater management, drainage design, and hydraulic analysis. As green infrastructure lead for the City of Omaha, he has recent relevant experience with innovative solutions for mitigating stormwater impacts in urban settings. He is passionate about the quality of life in Denver and has been CH2M HILL's lead volunteer on the Greenway Foundation's RiverSweep events.

**Tim Siedlecki** will be a key member of Matt Shawaker's (RNL) Urban Design and Streetscape team. Tim was an integral part of the creative team that developed the Brighton Boulevard Redevelopment Study cross-section solution. He was also the key author of the final study report. Tim will bring the experience and working relationships from the study to the successful implementation of the design of the Brighton Boulevard Project.

#### FEHR & PEERS

##### Bicycle Facility, Design and Safety

Fehr & Peers provides transportation planning and traffic engineering services to public- and private-sector clients with an emphasis on the development of creative, cost-effective, and results-oriented solutions for all modes of transportation. Fehr & Peers has worked on the following projects:

- 2013 Brighton Boulevard Redevelopment Project
- Brighton Corridor Preliminary Design Guidelines
- 15th Street Bicycle Facility Alternatives and Design

- 38th and Blake Station Area Pedestrian Connectivity
- Bicycle Route Signage Plans
- Transit Oriented Development (TOD) Station Area Plans
- Denver Moves

**Emily Gloeckner** will lead the bicycle facility design. Emily is ideally suited for this role because of her work in the corridor leading the bicycle facility design in the study phase. As a former competitive cyclist, she brings a unique, important perspective to this key element of the design work.

**Rick Plenge** is a nationally recognized bike facility design expert at Fehr & Peers. He will bring that national expertise to this project. In addition, **Molly Veldcamp** was a critical participant on the Brighton Boulevard Redevelopment Study and will continue in the design phase. Molly was involved in the 15<sup>th</sup> Street Bicycle Facility, and will bring firsthand knowledge of successful bicycle facility design for the City of Denver.

## RNL

### Urban Design/Landscape Architecture

RNL is an international architecture, interiors, urban design, landscape and planning firm based in Denver. RNL staff believe that every project has a responsibility to improve sustainability and quality of life. RNL's urban design projects combine community planning, transit-oriented development, mixed-use development and landscape architecture. The firm shapes multiple, often competing program elements into coherent design solutions. Denver projects include:

- 2013 Brighton Boulevard Redevelopment Project
- Denver Police Administration Security Upgrades
- Denver Summit of the Eight
- Wellington E. Webb Municipal Office Building
- Denver Museum of Nature and Science Parking Structure
- Denver Zoo Parking Garage and Gift Shop

RNL's **Matt Shawaker**, who is a creative and talented urban design and placemaking professional, will lead the urban design team. Matt has proven his skills and experience through his work on the Brighton Boulevard Redevelopment Study and the St. Anthony's Hospital Redevelopment.

## GBSM

INSIGHT | STRATEGY | RESULTS

### Public Involvement

GBSM is a public affairs, strategic communications and management consulting firm. The firm has a long track record of helping public agencies, businesses, and non-profit organizations engage stakeholders in large-scale projects of all kinds. From transit lines and highway interchanges to major water supply and land-use projects, the firm is highly experienced at working with diverse stakeholder groups to find solutions to complex and controversial issues. Relevant project experience includes:

- 2013 Brighton Boulevard Redevelopment Project
- East Rail Line 38th and Blake Station TOD Project
- Central Rail Extension Mobility Study
- Northwest Area Mobility Study
- Colfax Corridor Connections
- East Side Mobility Plan

**Andy Mountain** will lead public involvement for the project. He has led public involvement efforts on many similar projects, yet there is no more relevant project experience than his work on the Brighton Boulevard Redevelopment Study last year. Andy knows the stakeholders, understands their concerns, and has developed trust with them. Andy will support the City in developing and implementing effective and efficient outreach strategies that will enable the best project to be constructed.

## w e n k

### Urban Design/Streetscape, Stormwater Management, Water Quality

Wenk Associates provides site planning and landscape architectural services and is well known for its pioneering work in integrating natural systems and processes into urban settings; in exploiting the functional and aesthetic capabilities of surface stormwater systems at site, project and community scales; in site redevelopment; and in restoration or adaptive reuse of abandoned or damaged landscapes.

The firm's staff awareness of the area's cultural diversity, public issues, climate, and ecology helps to guide the firm's response to each project with sensitivity and foresight. Wenk Associates has provided services for several projects for the City including:

- 2013 Brighton Boulevard Redevelopment Project

- Confluence Park
- Downtown Creekfront
- South Platte River Area-Wide Study Plan
- Bible Park
- Hutchinson Park
- Red Rocks Amphitheatre
- The Game Plan
- Northside Park
- Grant Frontier Park

**Bill Wenk** has been passionately studying the water quality issues for this area of the City for many years. He will bring creative solutions to the project's design for the treatment of stormwater. He has successfully done this on the River North Areawide Green Infrastructure Study project. Bill is supported by **Greg Dorolek**, who also brings extensive experience in solving water quality issues.



## Traffic Engineering and Construction Phasing

OV Consulting is a transportation planning and engineering firm and a certified MBE/WBE with the City. The firm specializes in the integration of transportation and land use planning practices; transit service planning and operations; traffic engineering; transportation system operations; public outreach/coordination; and alternative modes implementation. OV has worked on the following City projects:

- 2013 Brighton Boulevard Redevelopment Project
- Next Steps 38th and Blake Traffic Operational Study
- FHWA Bicycle Traffic Signal Research Study

**Chris Vogelsang** will lead construction phasing efforts. He has similar experience from his recent work on Broadway in Denver. Chris was a key team member on the 2013 Brighton Boulevard Redevelopment Project attending many of the weekly brainstorming meetings that resulted in the key cross section decision. Chris brings bicycle expertise to the team as well and will be an important member of the bicycle facility design team.



## Utilities

Goodbee & Associates, Inc. (GA) is a CCD certified MBE/WBE firm specializing in developing and implementing utility coordination programs for transportation and environmental projects. The GA team has worked on nearly every major transportation project in the Denver metropolitan area including those for CDOT, City and County of Denver, and other municipalities. GA requires nearly no "learning curve" when it comes to the utility relocation process as well as the coordination, design, and construction for both wet and dry utilities. Some of their recent projects are:

- COSMIX (Design-Build in Colorado Springs)
- CDOT Statewide Sign Inspection
- I-15 (Design-Build in Las Vegas, Nevada)
- US 6 and Wadsworth Interchange Improvements
- I-70 Context Sensitive Solutions (CSS)
- CDOT FASTER Bridge Projects
- Peoria/Smith Road
- Garrison Street
- Dillon/Eden Interchange

**Elissa Roselyn** will lead the utility identification, coordination, and relocation work. Elissa brings extensive utility relationships, knowledge, and experience through her work on various projects throughout metropolitan Denver.



## Environmental Services

Pinyon is a woman-owned consulting firm with demonstrated environmental experience, including environmental sampling, remediation, regulatory compliance, stormwater management, NEPA documentation, design mitigation services and hazardous materials assessments. As a certified MBE/WBE firm, Pinyon has completed more than 200 projects for the City. Pinyon has a firm understanding of Denver's procedures and policies, which helps to expedite projects. Denver has commended Pinyon for responding quickly to the City's needs with flexibility, efficiency, and innovative solutions. Recent project experience includes:

- Brighton Boulevard Phase 1 Environmental Services 29<sup>th</sup>-35<sup>th</sup> Street
- RTD FasTracks Gold Line (11 miles) Denver to Wheat Ridge
- US 6 and Wadsworth Interchange Improvements



- CDOT Water Quality Consultation Services
- Peoria Street Overpass and Grade Separation,
- Peoria Street Bridge over I-76
- Santa Fe Drive (US 85) over Dad Clark Gulch
- Colfax Bridge over Sand Creek

To ensure continuity of service, efficiency, and speed of delivery, **Scott Epstein** will lead Pinyon's efforts on further environmental work required in the corridor.

## 105WEST INCORPORATED

### Surveying

105 West provides surveying and mapping services to the highway, light rail, heavy rail, and aviation industries. The firm is a certified MBE/WBE. The firm has vast experience in public-sector projects that require a great deal of coordination with public agencies. 105 West takes a particular interest in quality control and safety.

**Bob Maestas** will lead the supplemental survey effort. Phase 1a of the Brighton Boulevard project provided some ground survey. Bob will gather remaining survey information for the comprehensive delivery of a quality design by the engineering team. Bob has extensive work experience on projects in the Denver metropolitan area.



### Geotechnical/Pavement Design

Certified as a MBE/WBE, RockSol provides soils, geologic, geotechnical, civil and structural engineering; materials evaluation and characterization; and construction management, inspection, and materials-testing services. RockSol maintains a certified in-house materials laboratory, capable of performing soils, aggregate, concrete, asphalt, and masonry testing.

RockSol has contracted with FHWA, CDOT, and local agencies to provide pavement design, geotechnical engineering, and materials testing services on more than 200 projects. Recent City projects include:

- Bear Creek Recreational Trail and Pedestrian Bridge
- Peoria Street Railroad Grade Separation
- Alameda Avenue -- University Boulevard to Cherry Creek South Drive
- 6th Avenue Viaduct Rehabilitation

**Dr. Saied Saeb** will lead the Geotechnical work on Brighton Boulevard. He has extensive project experience and subsurface knowledge of the metro Denver area.



### Business Improvement District Support

Progressive Urban Management Associates (P.U.M.A.) is a national leader in advancing downtown and community development.

They advise clients on a wide range of management, marketing, financial and implementation tactics that help communities and organizations create and sustain thriving places. P.U.M.A. is acknowledged as an international leader in business improvement districts (BID), bringing experience from throughout North America and a track record of success to BID development, start-up, and operations. They facilitate a participatory process with property owners, merchants, residents and other stakeholders to determine priorities and develop an overall management game plan. The result is a BID crafted to fit local legislation, markets and other realities. Some of their recent projects include:

- Colfax Streetcar Feasibility Study
- Downtown Denver Retail Demand Study,
- Morrison Road Commercial Development Feasibility Analysis and Activation Strategy
- Downtown Investment Strategy

**Anna Jones** of PUMA will be a resource to the team in developing implementation strategies. She is experienced in development of BIDs and can provide relevant guidance in determining how that implementation strategy could be pursued.

### Commitment to MBE/WBE Firm Participation

CH2M HILL has a long award-winning history of ensuring opportunities for disadvantaged businesses through our subcontracting and mentoring efforts.

MBE/WBE firm participation on our team is shown on Tab 3 and outlined on the forms that follow in this section.

**Commitment to Small Business**

Our commitment to SB has resulted in several recent awards, including:

- Greater Los Angeles African American Chamber of Commerce Engineering Company of the Year (February 2009)
- U.S. DoD's Prime Contractor Subcontracting Award for Subcontracting Excellence with SDVOSB (November 2008)
- National Veteran Owned Business Association's Best Corporations for Veteran-owned Businesses (June 2008)
- U.S. Department of State, Small Business Subcontracting Award (September 2007)
- Small Business Administration's Dwight D. Eisenhower Award (April 2007)



**CORY HOOPER, PE**  
DRAINAGE/ WATER QUALITY

**Education:** MS, Civil Engineering  
**Registration:** Professional Engineer (CO)  
**Total Years of Experience:** 13

Cory is a water resources expert and engineer with experience in hydraulic/hydrologic modeling and the design of water resources projects, including storm drainage projects. He has expertise in the full spectrum of hydrologic and hydraulic modeling, design, and analytical programs, including StormCAD, Flowmaster, Culvertmaster, HY-8, SWMM, HEC-RAS, HEC-1, HEC-HMS, and EPAnet. He has worked on multiple projects across the Denver metropolitan area.



**EMILY GLOECKNER, PE**  
BICYCLE FACILITY

**Education:** BS, Civil Engineering  
**Registration:** Professional Engineer (CO)  
**Total Years of Experience:** 15

Emily will work closely with discipline leads to incorporate a safe, multimodal connectivity to Brighton Boulevard, incorporating multi-modal analysis of pedestrians, bicycles, transit, and traffic on the roadway system. She has extensive experience with the design and layout of bicycle and pedestrian connections and routes, roadway design, signing and striping, signal systems, traffic operational analysis, and traffic forecasting. She has worked with bicycle- and car-share organizations to determine appropriate and effective locations for the programs and recently participated on an Urban Land Institute Technical Advisory Panel for the Lone Tree Entertainment District.



**MATT SHAWAKER**  
URBAN DESIGN

**Education:** MA, Housing and Urbanism, Architectural Association; BA, Landscape Architecture  
**Total Years of Experience:** 15

Matt is an Urban Design Associate with RNL Design with experience in the planning and urban design of sustainable mixed-use projects, streetscapes, and public spaces. He has led projects beginning with master planning and entitlements through the detailed design and construction of streetscapes and public spaces. Matt led the Urban Design effort for the Brighton Boulevard Study phase, working closely with the other discipline leads to develop the engaging multimodal concepts presented in the study. Matt will lead the urban design and landscape architecture elements of this project.

### The Right Team

The above six primary participants form the core of our project leadership team and bring the required qualifications and experience needed for the success of the Brighton Boulevard 29<sup>th</sup> to 44<sup>th</sup> Street project. This is the team that developed the creative solutions for the study phase under an accelerated schedule, and this is the team with a wealth of engineering and design skills to continue the momentum of the project toward implementation.

- ✓ Planning (Complete!)
- ✓ Design (Next!)
- ✓ Construction (Coming Soon!)

*“Continued momentum toward implementation”*  
*“Stakeholder trust and corridor understanding”*  
*“Proven flexibility and responsive expertise”*

### Additional Key Personnel

The qualifications and experience of additional key technical resources on our team are summarized in **Exhibit 1**.

**EXHIBIT 1. QUALIFICATIONS AND EXPERIENCE OF ADDITIONAL KEY PERSONNEL**

<b>Tim Siedlecki, RLA (Urban Design and Landscape Architecture, CH2M HILL)</b>	
<b>Education:</b> BS, Landscape Architecture <b>Years of Experience:</b> 16	Tim worked closely with RNL staff to design the vision for Brighton Boulevard as part of the Brighton Boulevard Redevelopment Project. He has extensive experience in developing Urban Design and Landscape Architecture Guidelines, having completed work for Illinois and Nevada Department of Transportation and recently the Peoria Crossing project for the City of Denver. He also led the urban design component for the redevelopment of two Great Street programs in the St. Louis region.
<b>Molly Velkamp, AICP (Bicycle Facility Design, Fehr &amp; Peers)</b>	
<b>Education:</b> Masters of Urban and Regional Planning <b>Years of Experience:</b> 7	Molly is a transportation planner with expertise in street design for livable communities. She has experience with bicycle and pedestrian planning, citywide complete streets policy development, transit and station area planning, campus planning, transportation master plans, and corridor design guidelines. She is skilled at creating effective and implementable plans that use creative public outreach to gather and incorporate community concerns and vision.
<b>Rick Plenge, PE, PTOE (Bicycle Operations, Fehr &amp; Peers)</b>	
<b>Education:</b> BS, Civil Engineering <b>Years of Experience:</b> 15	Rick's experience includes the planning and design of a variety of innovative multi-modal facilities. He has designed and implemented multiple road and lane diet projects that have allowed for the installation of protected bike lanes, pedestrian refuge islands, parking lanes, sidewalks and curb extensions. Based on his prior experience designing and implementing these facilities as an in-house traffic engineering consultant for the City of Chicago Department of Transportation, Rick is uniquely aware of some of the key design issues and how they function in relation to other users of the public way.
<b>Bill Wenk, FASLA, RLA, (Water Quality and Landscape Architecture, Wenk Associates)</b>	
<b>Education:</b> MLA, Landscape Architecture, BS, Landscape Architecture <b>Years of Experience:</b> 30	Bill is recognized nationally for utilizing stormwater as a resource. He is known for his ability to synthesize complex scientific and engineering information in a manner that allows water quality facilities to be integrated into an urban context. His experience with the City includes the planning and design of several parks, the Downtown Creekfront Project, and the South Platte River Area-Wide Study Plan.
<b>Greg Dorolek, RLA (Urban Design and Landscape Architecture, Wenk Associates)</b>	
<b>Education:</b> Masters of Landscape Architecture <b>Years of Experience:</b> 12	Greg has worked with public and private clients on projects including natural area restoration, park design, streetscape, green infrastructure and public space design and construction. Greg served as Project Manager, working with the City, to identify and prepare redevelopment concepts for catalytic Brownfield sites within the corridor along Denver's South Platte River.
<b>Chris Vogelsang, PE (Traffic Control and Construction Phasing, OV Consulting)</b>	
<b>Education:</b> BS, Civil Engineering <b>Years of Experience:</b> 23	Chris has specific areas of expertise in traffic engineering and construction phasing. He also brings strong skills in bicycle facility design. His experience extends to numerous roadway projects in Colorado including the South Broadway (Arizona to Iowa), US 36 EIS, West Corridor Design and Gold Line EIS.
<b>Saeid Saeb, PhD, PE (Geotechnical, RockSol)</b>	
<b>Education:</b> PhD, Civil Engineering <b>Years of Experience:</b> 28	Dr. Saeb has managed many engineering projects for numerous Front Range cities and counties. He prepares in situ studies and material testing plans. He is quite familiar with the geology of the Front Range, the soils types and properties, as well as mineral and aggregate resources in the area.
<b>Bob Maestas, PLS, (Survey, 105 West)</b>	
<b>Education:</b> BS, Surveying <b>Years of Experience:</b> 29	Bob brings 29 years of surveying experience in boundary, topographic, and right-of-way surveying. He has been a survey department manager in the Denver metro area for 12 years.
<b>Scott Epstein (Environmental Documentation, Pinyon)</b>	
<b>Education:</b> BA, Environmental Studies <b>Years of Experience:</b> 9	Scott specializes in managing projects related to environmental compliance, investigations and remediation.
<b>Elissa Roselyn (Utilities, Goodbee &amp; Associates)</b>	
<b>Education:</b> BS, Geology, MS, Environmental Science <b>Years of Experience:</b> 32	Elissa has 32 years of experience as a utility investigator with extensive experience in utility coordination. Her work experience includes conducting utility inventories and coordinating utility relocations and working with designers, contractors and utility companies.

# **Exhibit C**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2014

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

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

<b>PRODUCER</b> MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534  15114 -12345-5EX2P-14/15      034856	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Greenwich Insurance Company		22322
<b>INSURER B:</b> N/A		N/A
<b>INSURER C:</b> XL Insurance America, Inc.		24554
<b>INSURER D:</b> Zurich American Insurance Co		16535
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-002491922-08      **REVISION NUMBER:** 14

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	RGE500025503	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	RAD500025403 (AOS) RAD500025603 (MA)	05/01/2014 05/01/2014	05/01/2015 05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD500025203 (AOS) RWR500025303 (WI)	05/01/2014 05/01/2014	05/01/2015 05/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
D	<b>PROFESSIONAL LIABILITY*</b>		EOC3829621-12	05/01/2014	05/01/2015	Each Claim & Aggregate \$2,000,000 Each Policy Period

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: BRIGHTON BLVD 29TH TO 44TH ST

THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY AND BUSINESS AUTOMOBILE LIABILITY POLICY.

**CERTIFICATE HOLDER****CANCELLATION**

CITY AND COUNTY OF DENVER  
 ATTN: ELIZABETH ZOLLO  
 PUBLIC WORKS FINANCE AND ADMINISTRATION  
 201 W. COLFAX, STE. 614  
 DENVER, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Sharon A. Hammer

*Sharon A. Hammer*

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