

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **PARSONS TRANSPORTATION GROUP INC.** (the "Design Consultant" or "Consultant"), a Colorado limited liability company, whose address is 1776 Lincoln St. Suite 600 Denver, CO 80203.

SECTION 1 – ENGAGEMENT

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

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

(a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.

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

(c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the NEPA Clearance and goals of the Project and its intended purpose.

(d) 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.

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

(f) 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.

(g) 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.

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 Department of Transportation and Infrastructure, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required

during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

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

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

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

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

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

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

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

(h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the

existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.

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

(j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.

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

2.06 Basic Services – General.

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

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

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

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

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

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

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

2.07 Basic Services - Phase Specific. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each Project have been separated into phases. As

applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**.

2.08 Additional Services.

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

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

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

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

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

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

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

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

2.09 Surveying and Testing.

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

(b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other

subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.

(c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.

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

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

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

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

2.10 Compliance with M/WBE Requirements.

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

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

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

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

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

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

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **FOUR MILLION FIVE HUNDRED NINETEEN THOUSAND AND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$4,519,800.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **THREE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$340,000.00)**.

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

3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$4,869,800.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.

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

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

and encumbered for the purposes of the Agreement and amounts which remain available for payment to the Design Consultant.

SECTION 4 – TERM AND TERMINATION

4.01 Term.

The Agreement will commence on **November 1, 2020 and expire on December 31, 2023**, unless sooner terminated upon final completion of the Project.

4.02 Termination.

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

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

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

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

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

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

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

SECTION 5 – GENERAL PROVISIONS

5.01 City’s Responsibilities.

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

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

5.02 Ownership of Documents.

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

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

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

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

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

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

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

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

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

5.07 Insurance.

(a) **General Conditions:** Consultant agrees to secure, at or before the time of

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

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

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

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

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

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

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

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

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

(j) **Additional Provisions:**

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

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

(b) For claims-made coverage:

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

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

5.08 Defense & Indemnification.

(a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to

persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

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

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

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

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

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

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

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

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

held to be a waiver of any later or other breach.

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

5.13. Conflict of Interest.

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

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

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

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

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

5.17 Proprietary or Confidential Information.

(a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under

this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

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

(b) The Consultant certifies that:

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

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

(c) The Consultant also agrees and represents that:

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

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

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

E-Verify Program.

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

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

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

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

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

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

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

5.23 Advertising And Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation.

Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

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

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

to the City:	Executive Director of Department of Transportation and Infrastructure 201 West Colfax Avenue, Dept. 608 Denver, Colorado 80202
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to the Design Consultant:	Parsons Transportation Group Inc. 1776 Lincoln St. Suite 600 Denver, CO 80203
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The addresses may be changed by the Parties by written notice.

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

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

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

copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number:
Contractor Name:

DOTI-202055954-00
PARSONS TRANSPORTATION GROUP INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

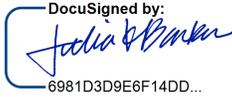
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202055954-00
PARSONS TRANSPORTATION GROUP INC.

By:  6981D3D9E6F14DD...

Name: Julia Barker
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

East Colfax Avenue Bus Rapid Transit (BRT) Scope of Work

8/11/20

Introduction

The City and County of Denver (City) selected Parsons Transportation Group (Consultant) to assist in the completion of the following tasks to prepare and advance the East Colfax Bus Rapid Transit (BRT) Project (the Project) into the Federal Transit Administration (FTA) Project Development Phase. Tasks include, but are not limited to:

- Completion of the FTA National Environmental Policy Act (NEPA) process and approvals for the Locally Preferred Alternative (LPA); based on initial evaluation by the FTA it is anticipated that the level of NEPA clearance will be a documented Categorical Exclusion (CatEx).
- Support for the City's goal of obtaining an FTA Small Starts Capital Investment Grant (CIG).
- Identification of other potential funding opportunities.
- Development of Preliminary Engineering (PE) plans (less than 30% design level) within the limits described below.
- Implementation of additional planning and outreach requirements as further described below.

The Project will build upon previous City work (2010 – 2018) that included a streetcar feasibility study, economic studies, traffic modeling, BRT and multimodal planning and a high capacity transit alternatives analysis study. The Preliminary LPA was identified through these previous studies.

Project Study Area and Project Limits:

The project study area is defined as the length of Colfax Avenue from I-25 to I-225 as shown in the following map and is generally defined as 2-3 blocks north and south of Colfax Avenue (13th to 18th Streets). The project area falls within the jurisdictions of City and County of Denver, City of Aurora, and Arapahoe and Adams Counties. At this time all the capital investments identified in the East Colfax BRT Study are between Civic Center/Broadway and Yosemite Street in Denver; these are the Project limits for the PE scope of work and the focus for the public outreach/engagement efforts. The NEPA project limits are intended as I-25 to I-225 in order to environmentally clear the entire project definition corridor. The NEPA project limits and Area of Potential Effect (APE) will be further defined in Task 4. East of Yosemite Street and west of Broadway, it is assumed that service will continue in the manner it currently operates, with no significant capital improvements. All of these assumptions will be evaluated and confirmed under Task 3.



EXHIBIT A

Scope of Work

1. PROJECT MANAGEMENT

The Consultant's management philosophy is codified within the company's Project Manager Certification (PMC) program to ensure the successful delivery of services. The Consultant's Principal-in-Charge (PIC) will make sure the project team has the required resources to deliver a successful project for the City. The Consultant's Project Manager (PM) will oversee the project and manage the project schedule and timely completion of technical deliverables for the City. The Consultant will directly assist the City's PM to manage coordination between City departments, stakeholders and agencies that will be involved in the project. The Consultant's Deputy Project Manager (DPM) will assist with internal communication and overseeing the team's approach to quality assurance/quality control (QA/QC), project and document control, and subconsultant coordination.

The Consultant's approach to project management includes developing a Minority/Women Business Enterprise (MWBE) Utilization Plan to fully engage the MWBE team members and their expertise and make sure 25 percent of the contract work and budget is dedicated to inclusion and diversity. The plan will include monthly review of MWBE reporting and tasks to confirm fulfillment of utilization commitments and implementation of proposed actions. The draft MWBE Utilization Plan will be submitted to the City within the first two weeks of the project for review and approval.

Task 1.1 Project Management incl. PMP, QA/QC, schedule, and budget control

The Consultant will manage the East Colfax BRT PE/NEPA project in close collaboration with the City's PM and will provide:

- Solid upfront understanding of the City's expectations, scope and budget, including a clear definition of what a successful project will be, so the goal is always in mind.
- Frequent/ongoing communication with the City, stakeholders and consultant team throughout the project.
- Careful and timely resolution of project issues and management of expectations as they arise to minimize schedule delays and resulting impacts to the budget.
- Timely reviews of project deliverables with both the City and stakeholders to minimize impacts to the schedule and budget.
- Monthly reviews with the City on the project status, deliverables, and budget, with a discussion about any needed adjustments to task durations or budgets as appropriate.

The Consultant will be in frequent contact with the City's project manager throughout the project duration, including bi-weekly coordination meetings to review progress on the project and upcoming activities, and to identify any potential technical or project-related issues, including slippage in the schedule that could impact the budget, with a plan to resolve such issues.

The Consultant will prepare a Project Management Plan that will include a communications plan, scope of work, budget, schedule, QA/QC plan, document control, coordination and implementation plan, and project risk register.

Communications Plan

AS part of the project management plan, the Consultant will prepare a communications plan to address anticipated methods of communication with stakeholders, agencies, jurisdictions, and the public. The communications plan will include procedures, timing, methods, and triggers to communicate relevant project information about project issues, status, and decisions. The plan will also specify the creation of an online data hub where information can be shared across agencies. Communication methods will include a combination of virtual or in-person meetings, emails, phone

EXHIBIT A

calls, conference calls, a project webpage, and an online communication hub to be coordinated with the City. The communications plan will be evaluated and adjusted periodically to maximize performance throughout the project.

Project Schedule

The project schedule is an integral part of the project management plan and is integrated with budget, resources, WBS, scope, and quality requirements to guide the work and reflect progress and performance through the life of the project. The Consultant understands the City's desire to complete this phase of the East Colfax BRT project within a 24-month time frame, or sooner, if possible. The Consultant is proposing an accelerated 18-month schedule from Notice to Proceed (NTP) for this scope of work, based on the previous work completed to date, the scope of work to be accomplished, and experience with many similar projects. The project schedule is included in Attachment A. The Consultant will prepare a schedule of deliverables that addresses each task in the scope of work and will monitor the schedule and budget every month.

The Consultant will work with the City to make sure tasks are carefully vetted and scheduled, progress is tracked monthly, and issues are quickly and effectively addressed, so that schedule delays are minimized and impacts to the project budget are avoided. The City and all participating agencies commit to providing timely review and consolidated comments on all deliverables to the Consultant in order to maintain the project schedule. The proposed schedule is flexible enough to accommodate necessary changes in emphasis directed by the City and can be adjusted accordingly for task completion.

To support adherence to the project schedule, the City will ensure that all department and agency reviews of all project deliverables are completed in a timely manner, specifically within a two-week period.

Coordination Support

The Consultant will recommend and then support a process through which the City, Colorado Department of Transportation (CDOT), RTD, the City of Aurora (CoA) and the Denver Regional Council of Governments (DRCOG) will work to create the formal intergovernmental agreements (IGAs) necessary to support the funding, construction, and operation of the project. Coordination with appropriate regional, State and federal resource agencies such as: Federal Transit Administration, U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Offices (SHPO), U.S. Army Corps of Engineers (USACE), Environmental Protection Agency (EPA), Mile High Flood District (MHFD), Denver Water, Colorado Parks and Wildlife (CPW), and Colorado Department of Public Health and Environment (CDPHE) will be included in the NEPA scoping and review process under Task 4.

Potential High-Risk Project Elements

Together with the City, RTD and CDOT, the Consultant will monitor and update the risk register already developed in collaboration with the City to identify any potential risks, the degree of likelihood and severity of those risks, and the likely appropriate mitigation measures for each risk identified. The City has established appropriate contingency budget funds to address out-of-scope tasks that arise. This will allow the team to address potential risks early in the preliminary engineering process, and proactively resolve them before they can create schedule delay or cost overrun, supporting a smooth transition to final design and straightforward construction with minimal complications.

Coordination and Implementation Plan

Denver's Project Lifecycle Workflow (PLW) and One Build implementation strategies consider potential impacts to all assets within the City right-of-way (ROW) when planning, designing, validating

EXHIBIT A

and implementing projects. This ensures City funds are spent efficiently and impacts to residents, businesses, and the traveling public are reduced. The Consultant will support the City's comprehensive approach to project implementation by integrating this project in the PLW in general, and the One Build module specifically, to coordinate with concurrent projects taking place in the same geographic area. The Consultant will coordinate with the City's Community Design Lead, soon after receiving the NTP, to develop an initial roadmap of planned projects within the project area.

The Consultant will develop a project tracking matrix based on early findings and update it regularly as the project progresses. As the Consultant develops preliminary design and construction phasing plans for the corridor, opportunities will be identified to combine construction and maintenance of traffic for adjacent planned projects to minimize construction impacts on the neighborhoods, local businesses and the traveling public.

Task 1.2 Administrative Tasks, incl. meeting agendas/notes, monthly progress/invoices

The Consultant will address all administrative tasks throughout the project including preparation of agendas and brief summary notes for each coordination meeting, as well as monthly progress reports and invoices. In addition to City specified requirements, document control will be in accordance with the Consultant's standard filing and maintenance of project documents, both draft and final versions. Document control will be managed and maintained by the Consultant Deputy Project Manager in the Consultant's Denver office and on the Denver server.

The file sharing system will be established per the City's preferences and requirements. The Consultant will maintain organization and version control of data, documents and design deliverables to be shared. The Consultant has the license and administration to set up a project SharePoint site if the City approves of the SharePoint platform.

Task 1.3 Agency Coordination/Technical Advisory Committee Meetings

The Consultant will work with the City to re-establish and communicate with the following project teams and committees:

- **Technical Working Group:** the Consultant will work with the City to establish a technical and advisory committee based on the working group members of the initial phase of the East Colfax BRT project, to provide input during the project. The technical committee will include the City, CDOT, and RTD technical staff.
- **Stakeholder Committee:** the Consultant will work with the City to establish a Stakeholder Committee as part of the outreach approach. This committee will be developed based on the committees/task force membership used in the initial phases of the East Colfax BRT project, including the Business Improvement Districts (BIDs) and neighborhood groups.
- **Project Management Team (PMT):** The City will identify a PMT comprised of various City department representatives. Other agency representatives may also be included (CDOT, RTD, others). The City's Project Manager will provide summary updates from the PMT updates to the City Executive Leadership throughout the project.
- **Executive Leadership Team (ELT):** The City will identify an ELT comprised of various City department managers and other key leadership representatives. The ELT could include elected officials to be advised of the project key milestones and decision points. Alternatively, the City's PM could provide updates to the elected officials at their typical venues/meetings.

The overall project management and communication structure will allow parties to be engaged

EXHIBIT A

throughout the PE/NEPA/funding process, by means of quarterly progress review meetings.

Task 1 Deliverables:

- Project Management Plan including communications plan, document control, deliverables, review plan, and project controls
- MWBE Utilization Plan
- Project Schedule
- Quality Management Plan
- Meeting agendas and notes
- Progress reports and invoicing
- Project risk register and tracking matrix

City Deliverables:

All previous studies, methodologies, assumptions and results, conceptual designs, initial cost estimates and their basis, as-built drawings, other planned construction projects along the corridor, and all relevant files will be provided by the City to the Consultant upon NTP to help guide the project development. A review session will be held shortly after the NTP with the City and Consultant to discuss the assumptions underlying the Preliminary LPA to facilitate completion of Task 3.1.

2. PUBLIC INFORMATION/ENGAGEMENT

Early in the process, the Consultant will develop a detailed public involvement plan and approach as summarized below. The key stakeholders include the City, RTD, CDOT, City of Aurora, the Colfax, Bluebird and Mayfair BIDs, and numerous business and residential neighborhoods, all of whom have an interest in high capacity transit on East Colfax. The Consultant will use an interactive public engagement approach to ensure multiple opportunities for meaningful stakeholder and public input throughout the project schedule.

Task 2.1 Public Involvement Plan

The first step will be conducting a situational assessment and preparation of the Public Involvement Plan to provide a framework for an inclusive and sustainable outreach. The Consultant will work closely with the Project Management Team to review, refine and finalize all elements of the public involvement effort. The PI plan will define overarching outreach strategy, identify input milestones, create a schedule of meetings and presentations based on key decision points, develop a message platform, and identify required project materials.

Task 2.2 Stakeholder Coordination

The Colfax BRT community outreach effort will require intentional engagement of the diverse communities represented within the project area. The existing BRT committee structure will need to be updated and adapted.

- **Stakeholder Committee (“BRT Design Workgroup”):** Evolve the existing Community Task Force into a BRT Design Workgroup with updated representation from business districts; neighborhood organizations; community groups; City Council and transportation, accessibility, equity, social justice and mobility advocates. Plan, promote, facilitate and document up to six (6) BRT Design Workgroup meetings.
- **Technical Working Group:** Support strategy, planning, and facilitation for up to six (6) milestone-driven Technical Working Group meetings. The technical committee will include the City, RTD and CDOT, as well as other potentially interested external entities such as DRCOG, Anschutz, Auraria, National Jewish, TNCs (Uber/Lyft), Colorado Motor Carriers Association or other agency to address commercial deliveries/loading zone concerns.

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- **Small Group Briefings/Office Hours:** Provide strategy, planning, and facilitation support for the execution of up to fifteen (15) small group meetings with influential corridor stakeholders (e.g., business districts, developers, community leaders, neighborhood organizations, etc.) or targeted office hours for in-depth discussions in specific areas.

Task 2.3 Public Involvement and Comment

Drawing upon the strategic partnerships and complementing the input generated from the targeted stakeholder engagement, The Consultant will implement a diverse mix of virtual, digital and analog outreach activities to equitably share information and gather community-wide feedback including the following:

- Large-Scale Community Events
- Community/Business Partnership Program
- Virtual Engagement Hub
- Direct Communications
- BRT Partner Toolkit
- Project Materials

Task 2 Deliverables:

- Public Involvement Plan (draft and final and updated as needed)
- Website content and periodic updates
- Outreach and presentation materials (electronic and printed) in English and Spanish at a minimum, and ADA-compliant
- Public involvement report (public comments received, and responses provided, etc.) in a format acceptable for NEPA documentation purposes
- Public meeting notes
- Renderings, video, or other promotional materials, as appropriate.
- Communication templates

3. ALTERNATIVES ANALYSIS/LPA CONFIRMATION

The Consultant will work closely with the City to confirm the preliminary LPA of center-running dedicated BRT lanes in the Colfax corridor in order to carry out timely and efficient completion of the project development phase. The Consultant recognizes that during the previous AA, one of the surveys indicated that 73 percent of respondents agreed with the recommendation for center-running BRT lanes on East Colfax. This task will confirm that there is still strong support and includes further public outreach to increase awareness and gauge support for the LPA. There are four critical reasons for making this effort at the very beginning of the project:

- **Respond to the 2019 NEPA Review Final Report comments about the Project Definition:** “Logical termini should be more thoroughly investigated and documented. Additionally, operations and maintenance specifics including headways, cost and responsibility need to be analyzed. Additional detail is also needed on operations details;
- **Make sure there is true community buy-in and stakeholder support for the LPA** so that significant opposition is not raised in subsequent months that would require re-defining the LPA and further delaying the project development and implementation process;
- **Ensure the LPA/project definition can be appropriately addressed by the proposed NEPA class of action as a Documented CatEx** as indicated from previous discussions with RTD and FTA. Subsequent changes in the LPA or issues raised (including and up to the threat of litigation) could force a restart of the NEPA process at a higher class of action such as an

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- Environmental Assessment (EA) and further delay the project development process; and
- **Ensure the LPA project definition (in the letter to FTA requesting entry to Project Development) is confirmed** by FTA and does not have to be changed midstream causing FTA to question the readiness of the project to advance.

Task 3.1 Review Alignment and Project Definition

As a first step the Consultant team will review the Preliminary LPA and all underlying assumptions and elements with the City and clarify the City's intent for the project definition.

Task 3.2 Determine BRT Definition for Aurora Segment

With appropriate City staff, the Consultant will then meet with City of Aurora staff to review the intended BRT operations in mixed flow lanes in the Aurora segment between Yosemite Street and I-225. The discussion will include consideration of any changes in Aurora's preferences for BRT operations in their city, including options for dedicated BRT lanes or addition of business access/transit (BAT) lanes. BAT lanes are curbside lanes that are semi-dedicated for BRT use but also allow right-turning vehicles, similar to those along Broadway and Lincoln in Denver. BAT lanes improve BRT speeds, travel times, and service reliability at low cost and with reduced impacts to traffic operations and capacity. Discussions with the City, City of Aurora, RTD and FTA about this concept early in the process will determine its viability and the potential opportunity to include it in the project definition.

Alternatively, other low-cost BRT-related improvements for consideration in the Aurora segment may include level boarding with off-board fare-payment at BRT stations, bus bulb-outs at BRT stations, transit signal priority (TSP) and queue jump lanes at intersections where congestion is occurring. Whatever the City of Aurora decides in terms of BRT infrastructure improvements or maintenance of mixed flow BRT operations with side stations, that segment of the corridor will be included in the final LPA and CIG project definition as appropriate to enhance the overall competitiveness of the project for FTA funding.

Task 3.3 Develop and Evaluate LPA Refinements including impact on traffic and parking

The Consultant will confirm the following technical considerations during the LPA confirmation/refinement efforts:

- Center-running dedicated BRT lanes
- Station locations to ensure reasonable access while providing sufficient spacing to optimize bus travel time
- BRT logical termini and transitions between dedicated lanes and BAT lanes or mixed flow operations in Aurora as appropriate
- BRT operations planning in concert with RTD to ensure optimum transit service
- BRT operations and maintenance (O&M) cost estimate
- Total fleet requirements and analysis of O&M facilities
- Traffic operations, safety and level of service
- Parking impacts and their resolution

Logical termini for the East Colfax BRT corridor may be defined as the Auraria Higher Education Campus and the Colfax Auraria light rail station on the west end and the Anschutz Medical Campus and the R line Colfax light rail station on the east end; this will be confirmed during this task. Capital improvements and refinements will be identified in each segment of the corridor: the east segment from I-225 to Yosemite Street; the central segment from Yosemite Street to Broadway; and the west

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segment from Broadway to I-25.

Task 3.4 Finalize LPA including Capital Improvements and Operations Plan

The Consultant will work with the City to finalize the LPA and project definition including the physical/capital improvements in each segment of the corridor as well as an operations plan.

Task 3.5 Review Final LPA with Committees, Stakeholders, and Public

The Consultant will work closely with the City, RTD, CDOT, corridor stakeholders and the community to finalize/confirm the LPA within the first three months of the project so it can be advanced through the FTA project development process. This will provide sufficient time for any additional technical analysis to be completed as well as focused community outreach to solicit feedback and confirm support for the LPA definition. The Consultant will work with City staff to ensure that the LPA will be confirmed with effective input from the appropriate stakeholders and the public in terms of refinements, and to establish a clear project definition for NEPA clearance and FTA consideration for a CIG. The Preliminary LPA is already included in the fiscally constrained 2040 metropolitan transportation plan. The Consultant will assist the City to coordinate with DRCOG to update the plan with the refined/finalized LPA project definition and cost estimate.

Task 3.6 Confirm LPA with Executive Leadership Team and City Council

The Consultant will work with the City's PM to confirm the final LPA with the ELT and City Council as appropriate.

Task 3 Deliverables:

- Refined/Confirmed Locally Preferred Alternative (LPA)

4. NEPA EVALUATION AND CIG DEFINITION

The Consultant's NEPA environmental approach will be thorough and efficient in conducting studies, documentation, and obtaining FTA approval. Given the potential FTA funding source, FTA environmental resource analysis procedures apply, rather than FHWA's. A systematic and interdisciplinary approach throughout the NEPA process will provide an accurate and comprehensive analysis of potential impacts, impact reduction or avoidance measures and required mitigation. The analysis will provide comparisons of the Build (project definition) and No Action alternatives.

Task 4.1 Purpose and Need Refinement and Class of Action Confirmation

Based on the extensive analysis completed to date and discussion among the various stakeholders, it is anticipated that an FTA CatEx will be the appropriate class of action for the project. Four options for three different tiers of improvements were evaluated in the 2019 NEPA review document. Task 3 will confirm the project definition upfront to avoid a rescoping of the project to a different clearance type (such as EA) or substantial rework later in the process. The Consultant will work with the City, RTD, CDOT and FTA to determine and confirm the appropriate course of action including preparing a draft FTA CatEx Worksheet and conducting a NEPA scoping meeting(s) with FTA, RTD and CDOT. The roles and responsibilities of each agency (RTD as a sponsoring agency, for example, and CDOT as cooperating agency) will be documented.

An updated statement of the project purpose and need will build upon the Colfax Corridor Alternatives Analysis (2018), but with new data and more recent public input.

Task 4.2 Alternatives Considered

The alternatives considered will include the No Action and Build alternatives. The Build alternative will be the Final LPA confirmed in Task 3. The Final LPA will serve as the CIG project definition and

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will include the alignment, station locations, operations plan assumptions and other elements to be vetted under the NEPA process. This will provide the basis for the preliminary engineering and environmental clearance efforts, as well as the capital and O&M cost estimates, and funding requirements.

Task 4.3 APE, Technical Studies and Resource Agency Coordination

The Resource Evaluation and Documentation section of the RFQ identifies environmental resources to be evaluated per FTA NEPA policy and procedures. Following NEPA scoping with FTA, CDOT and RTD, the Consultant will create an Existing Conditions summary of mapping and narrative by resource to help inform the project definition process and to identify resources that may be impacted by the BRT project. For reference, the resources in the table below were identified as key resources of concern in previous studies and which may require additional investigations and updating of findings. All resources identified by FTA as required for NEPA analysis will be evaluated to dismiss (if not present within the study area or clearly not affected by the project either directly or indirectly) or to carry forward for more detailed investigation. Coordination with resource agencies will be necessary to confirm the analysis approach, issue areas, and level of mitigation if warranted.

Historic resources known to be present within the study area will require substantial coordination with the SHPO to evaluate and clear through the federal Section 106 process. The multiple sequential steps of the Section 106 process could pose a risk to the project timeline. To maintain project momentum, the Consultant will assist the City with early coordination with the SHPO, to confirm of the APE and identification of potentially properties within the APE that are eligible or potentially eligible for the National Historic Register. The Consultant will map assessor data along with the corridor and rank potentially eligible properties by low, medium and high potential to be affected to help inform design decisions (even before full eligibility determination).

Key Environmental Resources of Concern

Air	Project-level air quality analysis	Need to update based on traffic modeling; may need to model intersections for carbon monoxide (CO) concentrations to determine if they are less than the National Ambient Air Quality Standards for CO.
Noise	Prior noise assessment identified potential for moderate impact	Update assessment based upon LPA (center running impacts likely to differ from past analysis).
Visual	Visual quality	Need to update the visual simulations consistent with the LPA and complete an FTA Visual Assessment.

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Historic	APE established in June 2016. Draft Report was completed in August 2016 for internal use and included Compass Database search for APE, historic context discussion, identification of parcels with structures older than 45 years, and photographs of potentially eligible features	Recommend starting SHPO coordination early in the planning phase for all stakeholder approval of Section 106 approach. Update the APE; update Draft Report; rank potentially eligible parcels as low, medium, high risk for adverse effects for design purposes; consider revised project approach to treat all potentially eligible parcels as eligible to enable the Section 106 process to focus on effects. Complete Section 4(f) evaluation of eligible historic properties based on identified effects.
Parks/Recreation	Facilities mapped and potential impacts identified	Confirm whether parks, trails and other recreation resources may be impacted; determine whether resources are considered Section 4(f) and/or Section 6(f) resources; identify and quantify impacts and mitigation.
Hazardous Materials	A database review and limited field reconnaissance survey were completed	New database analysis and determination of anticipated impacts and mitigation based on project definition that includes anticipated depth of disturbance.

Task 4.4 Environmental Consequences

The environmental consequences of each resource will be evaluated and documented. All analyses and materials previously developed will be included in the documentation.

Task 4.5 Environmental Document including Mitigation Plan and FTA Reviews as Lead Agency

Based on the previous analyses and studies, the Consultant will prepare a list of all impacts and develop an appropriate mitigation plan, along with next steps, to complete FTA approval of the NEPA CatEx process. This will include Draft and Final Documented CatEx documents with appropriate review periods by all parties and the general public, as well as the Administrative Record. The Consultant has a process by which to organize documents within one shared file structure so that it is organized efficiently through the process. This will include a system for “Draft” and “Final” versions per administrative record guidance and coordinate FTA review/approval.

Task 4 Deliverables:

- FTA CatEx Worksheet
- Memo/report summarizing the agency scoping process and initial resource evaluation to support the appropriate FTA NEPA clearance (assumed to be a documented CatEx)
- Draft and final Purpose and Need Statement/Project Justification
- FTA NEPA CatEx resource documentation and administrative record
- CIG Project Definition Process & Outcome documentation
- Resource reports and related documentation
- Comment/response documentation matrix
- NEPA CatEx decision document

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5. FTA CIG PROJECT DEVELOPMENT AND RATING APPLICATION

This task incorporates RFQ Section 10 – Project Sponsorship since the letter to request entry to Project Development precedes all the preparation of materials to support project development and the actual Small Starts CIG rating application later in the process.

Task 5.1 Finalize Project Definition and Coordinate Project Sponsorship

As a first step the Consultant will coordinate with the City to work through the details of project sponsorship for entry into the FTA Project Development Phase including determination of the appropriate agency. The Consultant will analyze the best agency to serve as sponsor and primary contact with FTA through the CIG process. The result of this effort will be a memo summarizing the key considerations with a sponsorship recommendation, presumably with RTD. Since RTD is the FTA-designated recipient of federal funds, it will also be appropriate for RTD to serve as the sponsor for a Small Starts CIG rating application for the East Colfax BRT corridor at the suitable time in the project development process. The next step will be to establish a formal IGA that designates RTD as the sponsoring agency to prepare the letter to request entry into FTA Small Starts Project Development and to assist the City in the development and implementation of the project. The Consultant will work collaboratively with the City and RTD to develop an appropriate IGA that identifies clear roles and responsibilities to help avoid duplication of effort and conflicting activities. The Consultant will assist with presentation to the RTD Board of Directors if needed to execute the project sponsorship IGA.

Task 5.2 Prepare Letter Requesting Entry to Project Development

The Consultant will then prepare the draft letter requesting entry into Project Development for the confirmed LPA developed in Task 3; the City and RTD will finalize and submit the letter to FTA.

To evaluate the project's competitiveness for potential CIG funding, the Consultant will use an Excel spreadsheet that replicates the Small Starts application template with its evaluation criteria, breakpoints, and rating system. To qualify for FTA funding, a project must receive at least a Medium rating for Project Justification comprised of six equally weighted sub-criteria, and for Local Financial Commitment including three specific sub-criteria. The competitiveness evaluation helps to identify the strengths and weaknesses of a proposed project and its likelihood of receiving CIG funding. It also helps to identify opportunities to improve the project elements and rating, and thereby increase the likelihood of the project to receive a grant.

Task 5.3 FTA Meetings and Coordination thru Project Development

The Consultant will support the City in coordinating with the FTA for the Project Development and CIG grant processes and approvals including coordination with FTA Region VIII and Headquarters throughout the process.

Task 5.4 Prepare Small Starts Application

At the appropriate time in the project development process, the Consultant will work closely with the City and RTD to develop a strong application request for an FTA Small Starts rating for the project, intending to get the East Colfax BRT project included in FTA's Annual Report on Funding Recommendations, which further sets the stage for ultimate project funding and implementation. The FTA request for project evaluation and rating will be submitted in late August/early September 2021 to align with the federal budget cycle. This rating application will incorporate all the required elements, including the Small Starts templates and a Financial Plan. The Small Starts application will rely on outputs from the Simplified Trips-on-Project Software (STOPS) model to be prepared by RTD as described in Task 6.

To complete the Project Development phase, the Consultant will work with the City and RTD to complete sufficient engineering and design to develop a firm and reliable cost, scope and schedule

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for the project; identify non-CIG funding; assist with third party agreements; and meet other FTA readiness requirements.

Task 5 Deliverables:

- IGA for RTD (or alternate) sponsorship in collaboration with City and RTD
- Presentation for RTD Board (or alternate board) if needed
- Letter to FTA requesting entry to Project Development
- FTA Funding Competitiveness Evaluation
- Small Starts application

6. TRAVEL MODELING, SAFETY EVALUATION, RIDERSHIP AND TRAFFIC ANALYSIS

This task will address a variety of elements that are critical to finalize and confirm the LPA, analyze the optimum transit service plan and traffic operations configuration, support the FTA Project Development process and Small Starts application, and ensure a safe environment throughout the Colfax corridor.

Task 6.1 Travel Demand Modeling Methodology and Results

The first step will be for the Consultant to work with the City and DRCOG to determine the most appropriate and realistic traffic data for use in the analysis. Given the reduced travel in 2020 due to COVID, this will likely mean using the latest available (e.g., 2019) traffic count data (from previous studies) for current conditions and then forecasting future volumes based on expected changes in travel patterns and demand included in the regional model. If needed, targeted 24-hour counts and turning movement counts (TMCs) may be collected at key intersections for comparison with 2019 counts and factored accordingly.

The Consultant will work closely with the City, RTD and CDOT to develop a memorandum detailing the preferred traffic and transit modeling methodology. Future traffic volume forecasts will be developed for the Build and No Build scenarios for comparative analysis to help determine the level of service (LOS), traffic diversion, and safety issues to be addressed.

Task 6.2 Traffic Operations Analysis

Traffic congestion and diversion to adjacent streets occur today and may be expected to increase in the future with or without the project. The previous traffic study included in the Colfax Center-Running BRT Conceptual Design Report identified only minor additional diversion to adjacent streets due to BRT on Colfax with traffic impacts expected to be limited to a few intersections. The Consultant will provide an in-depth traffic operations analysis using a multi-resolution model to determine, with greater accuracy, the nature of and amount of diverting traffic to the surrounding areas. This approach will provide more precise information for identifying the areas in need of safety and operational improvements on Colfax and the parallel roadways. These improvements may include speed reduction and safety improvements (i.e., traffic calming), signal timing/optimization, extended or new turning lanes, and minimal capacity improvements through re-striping or minor curb/gutter relocation (all within existing ROW). The Consultant will identify impacts to vehicular and bus delay resulting from the increased pedestrian crossings to get to/from center-running BRT stations.

The basic outline of the process will be as follows:

- Get 2019 data/review existing data collected from previous analysis
- Travel Demand Model
- Traffic Analysis Methodology Memo
 - Finalize MOEs

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- Discuss calibration and validation values (TMCs, Streetlight, pre-existing data)
 - State software specs and other specs and details
- Collect additional data needed as identified in the steps above
- Conduct the Traffic Operations Analysis
 - 4 model runs
- Write the final traffic operations memo with recommendations

The Consultant will use appropriate modeling tools such as TransModeler which integrates a combination of traffic modeling tools including the FOCUS travel demand model, Synchro capacity analysis model and VISSIM micro-simulation model to carefully forecast and analyze the traffic operations for the center-running BRT scenario. The Consultant will prepare a traffic model analysis of the Colfax corridor, parallel routes and major cross streets between 13th and 18th Streets. This analysis will determine shifts in traffic movements, LOS throughout the corridor, accommodation of left-turn movements, and effects of traffic diversion to the parallel and connecting street network.

MOEs

The traffic analysis methodology will be able to produce these Measures of Effectiveness (MOEs):

- Intersection vehicle delay/LOS – for major intersections including arterial/arterial intersections and potentially some arterial/collector intersections
- Vehicle queue length – for critical movements at major intersections, for example the east-bound left turn (EBLT) at 14th Street & Colorado Boulevard
- Vehicle travel time – for street segments between major arterial intersections, for example 18th Street from York Street to Broadway
- Person-throughput (by mode) – what is the actual throughput of people by mode (not capacity) on Colfax Avenue and parallel streets in the study area?

Software Specifications

- For intersections on Colfax Avenue, a microsimulation tool capable of modeling center-running BRT with signal preemption/priority will be applied
- The microsimulation tool will be capable of modeling vehicle and bus interactions with people walking and biking, to the extent that modeling these interactions is important to producing the specified MOEs
- For intersections off Colfax Avenue, either deterministic or mesoscopic tools/models may be applied so long as the tools/models can produce the specified MOEs

Other Specifications

- Dynamic Traffic Assignment (DTA) will be applied to understand redistribution of traffic within the study area
- The base microsimulation model will be calibrated to CDOT model calibration targets
- While the focus of the traffic analysis will be on the peak hours, the traffic analysis methodology should account for the true demand volume in the study area and not just volume served during the peak hour

The Consultant will also prepare an analysis of on-street parking and the impacts of likely removal of some spaces to accommodate the center-running dedicated BRT lanes and station locations. The analysis will include overall supply/demand and utilization, as well as nearby off-street supply and mitigation of impacts.

Task 6.3 Analysis of Ridership Forecasts (by RTD)

Similarly, future transit ridership forecasts will be developed based on the service plan to be finalized

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in the first three months of the project. After confirmation of the final LPA and CIG project definition, RTD will prepare a STOPS model for this corridor analysis. This model will produce the outputs required for use in the Small Starts application template in the format required to obtain an FTA project rating, including ridership and vehicle miles traveled (VMT) reduction.

While RTD will be responsible for the travel demand modeling to obtain ridership and travel time savings data, the Consultant will work with RTD in the development of a ridership modeling approach that will provide meaningful results and assist RTD with summarizing metrics from the model. Specifically, RTD will:

- Perform network coding for the corridor (in support of developing ridership forecasts).
- Provide travel forecasts for the corridor, including VMT, transit trips and transit-dependent trips as required for FTA evaluation.
- Provide opening day and DRCOG horizon year (2040 or 2050, as appropriate) land use data sets and roadway networks in coordination with DRCOG.

Task 6.4 Safety Evaluation

The East Colfax BRT project is intended to improve safety in the corridor and support the City's Vision Zero campaign by increasing transit ridership, and by providing shorter pedestrian crossings with less exposure to vehicle traffic and reduction of conflicts. The Consultant will evaluate safety as part of the transit service plan, traffic operations, and multimodal movements through the corridor. This will include consideration of traffic diversion to adjacent parallel streets and the identification of means to minimize conflicts between vehicles and pedestrians/bicyclists.

The City and CDOT will provide crash data for the most current five-year period available and actual or estimated traffic volumes along the corridor and surrounding roadway network within the project limits. The Consultant will obtain roadway and intersection inventory data for the project extents of Colfax Avenue from previous studies and by conducting a corridor field review. The Consultant will calculate crash frequencies and crash rates, where historic traffic volume data are available. The Consultant will apply the Highway Safety Manual to perform crash analysis to determine contributing factors and potential safety countermeasures to reduce crash risk for all road users. Potential safety treatments would align with Denver's Vision Zero Action Plan and focus on reducing the severity of crashes and crashes involving pedestrians and bicyclists.

The Consultant will determine the average crash frequency for the baseline year and estimate the average crash frequency per the Highway Safety Manual's Predictive Method for a future year under the no build and build conditions. For the no build and build conditions, the City and CDOT will provide the Consultant with the number of driveways, the roadside fixed object density, bus stop daily boarding and alighting; and number of bus stops, presence of schools, and number of alcohol establishments within 1,000 feet of each signalized intersection. Available *Safety Performance Functions for Urban and Suburban Arterials* will be used for the analysis.

Task 6.5 First/Last Mile Analysis

The Consultant will conduct a first/last mile analysis to determine the level of pedestrian accessibility to/from each BRT station. This will include evaluation of sidewalk conditions and accessibility within ¼-mile radius of each station as well as crosswalk needs at signalized intersections where stations are located.

Task 6 Deliverables:

- Traffic modeling methodology memorandum
- Model calibration

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- Traffic modeling analysis and design recommendations
- Transit modeling analysis by RTD
- Model Report with inputs needed for FTA Project Rating by RTD
- Parking utilization, impacts and mitigation memo
- Safety Evaluation memo

7. PRELIMINARY ENGINEERING

The Consultant will prepare a preliminary engineering design package for the roadway, stations, passenger access routes, sidewalks, property conforms, and bike network integration, to help develop cost estimates and identify any right-of-way needed for the Project. The Consultant will complete preliminary design and within that limitation meet the Federal requirements for preliminary engineering for entry into the FTA Project Development phase of CIG, including refining the design to avoid or reduce environmental impacts identified in the previous study phases of the Project and including NEPA evaluation and FTA approval.

Task 7.1 Basis of Design Report

The Design Basis Report will document existing conditions, design methodology, and design criteria. Project decisions made during the LPA confirmation task will be recorded, and the project description will be consistent with the CIG project definition. The report will include proposed roadway design parameters based on applicable local, state, and federal guidelines, standards, and requirements for the corridor.

Task 7.1 Deliverables

- Basis of Design Report and attachments, draft for review
- Basis of Design Report and attachments, final, comments addressed

Task 7.2 Survey Control, Aerial Mapping, and Field Survey

Aerial mapping shall be prepared by the Consultant within the entire project limits (I-25 to I-225 and two blocks north and two blocks south of Colfax Avenue).

Topographic survey shall be prepared within the preliminary engineering limits (Civic Center/Broadway to Yosemite St and two blocks north and south of Colfax Avenue). The survey shall include break lines, topographic features, buildings, curbs and gutters, surface treatments, trees and substantial vegetation, utility covers and manholes, and aerial utilities.

Historic trolley tracks and brick-lined sewers shall be mapped based on existing City data. It assumed 20 potholes will be used to locate subsurface utilities and historical trolley tracks. Potential pothole locations will be determined during preliminary design and coordinated with the City.

A survey control map shall be prepared within the entire project limits (I-25 to I-225) and for topographic features within City right-of-way and two blocks north and two blocks south at intersections to include one-way pairs. The survey control map will also depict all the primary City horizontal control monuments that are near the project. The coordinate system for this project shall be based on the City's low distortion projection (CCD Local). A coordinate table shall be prepared for all the depicted monuments. The map shall be prepared in accordance with the Colorado Revised Statutes and shall additionally include a list of all maps or documents considered in preparing the survey. The list shall reference the recording, depositing,

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or identification information of each document. Additionally, this map shall include a documentation legend of all monuments describing the physical characteristics of the monument.

The recovery and/or reestablishment of range points and monuments is excluded from the scope of work.

Task 7.2 Deliverables

- Survey control map (pdf), draft for review (two draft submittals are assumed)
- Survey control map (pdf), final signed and sealed
- AutoCAD (dwg) and Microstation (dgn) files containing all survey and mapping data
- Color aerial photography for entire project limits, at a resolution appropriate for 1"=50' scale drawings
- Digital terrain model (dtm) for preliminary engineering limits (1' contours)

Task 7.3 Right of Way Mapping

The Consultant will research all relevant repositories and obtain recorded or existing mapping including but not limited to Subdivision Plats, Official City Resurveys, Land Survey Plats, Improvement Survey Plats, Right-of-Way Plans, Private Survey Notes, Range Point/Line Documents, and monumentation. The Consultant will collect accurate locations on all found monumentation controlling or supporting the location of the adjacent right-of-way or boundary lines for the subject properties. Documentation shall include all the monuments within the area of influence of the right-of-way line or subject properties sufficient to support the survey procedure being utilized to determine the rights-of-way or subject properties.

ROW plans and ownership maps are excluded from the scope of work.

Task 7.3 Deliverables

- AutoCAD (dwg) and Microstation (dgn) files containing all right-of-way information

Task 7.4 Utility Design Support

Preliminary utility design will take place along Colfax Ave, between Civic Center/Broadway and Yosemite Street in Denver. The Consultant shall determine current utility locations and identify potential relocations via aerial mapping, topographical survey, and collection of existing subsurface utility data, in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) and Colorado Senate Bill 18-167. SUE Quality Level B data acquisition (using electromagnetic (EM) induction, acoustic, and/or other geophysical technologies) shall be conducted at station locations. SUE Quality Level D information will be provided outside of the intersection/station limits. A 2D depiction (CADD) file of existing utility infrastructure will be provided. It is assumed 20 potholes (QL-A) will be required within the utility design limits. The collection of this data will provide a reliable qualified base map and data set data to support design development.

The Consultant will incorporate this data to develop utility plan sheets (less than 30% design level). Existing utilities will be called out on the drawings and summarized in the Utility Table.

Utility owner coordination/meetings to discuss abandonments and relocations are not

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included in the scope of work. As a result, the utility sheets will not show abandonments or proposed relocation linework.

Task 7.4 Deliverables

- Existing utility SUE Quality Level B, C, and D identification, cataloging, and labeling on sheets
- Utility Table will identify utilities that will require relocation and the following information:
 - Utility Owner
 - Utility/Facility Material (*dependent upon utility key mapping received*)
 - Alignment Stationing
 - BRT Station Location
 - Utility Design and relocation time frames by alignment station, BRT station location, and time frame for relocation start to finish

Task 7.5 Preliminary Engineering Design - Civil Drawing Package

The Consultant will complete the design and engineering tasks in compliance with the standards listed below. A hierarchy of applicable design standards will be developed and reviewed/approved by the City prior to start of preliminary design.

- APTA
- NACTO
- AASHTO
- MUTCD
- City and County of Denver Transportation Standards and Details
- City and County of Denver Traffic Engineering Services Standards
- RTD Bus Infrastructure Standard Drawings
- RTD Bus Infrastructure Design Guidelines and Criteria
- CDOT

A. Typical Sections

The Consultant will provide a typical section for each of the commonly found design sections within the corridor. Typical sections will not be to scale.

B. Cross Sections:

The Consultant will provide cross sections showing existing and proposed sections of the roadway inclusive of station and intersection areas. The cross sections will be cut every 50 feet showing proposed roadway, drainage, utilities, structures, and other predominant features. Aerial and street sections with proposed BRT stops cross sections will be cut from centerline of the street to the right of way line at the beginning and end of each proposed BRT bus station.

C. Plan and Profile

The Consultant will provide Plan and Profile at a scale that adequately demonstrates the existing site conditions and accurately conveys the design intent coincident with a level of design that is appropriate for NEPA clearance. It is anticipated the design drawings will be 50-scale, but the drawing scale will be confirmed with the City prior to plan production. The Plan and Profile sheets will at a minimum contain:

- Existing and proposed roadways, striping, intersections, right-of-way, storm drainage and culverts, ditches, direction of flow, structures, utilities, bus stops, driveways, cross streets, additional topography (e.g., signals, sidewalks, other significant features)
- Proposed roadway geometry
- Profile grades for any roadway and intersection improvements

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- Proposed drainage improvements including culverts, storm sewers, inlets, drainage ditches
- Proposed structures
- Proposed utility improvements/relocations
- BRT stations with anticipated components and accessible paths shown
- Existing and Proposed Bike routes
- Existing bus service and stops on intersecting streets
- Landscaping and green infrastructure areas

D. Soils

Existing soils information from within the Project area will be obtained by the Consultant and included in the information provided. Additional soil boring will not be required for PE purposes other than environmental evaluation.

E. Signalization

The Consultant will document modifications to the traffic signals to accommodate future BRT transit signal priority (TSP) or any other signal modifications as identified from the transportation operations analysis.

The Consultant will use CDOT bid items and provide the tabulated quantities for the following, on a sheet by sheet basis. The City will provide the Consultant a template for such bid items and cost estimates:

- Demolition of existing asphalt and concrete
- Concrete curbs, gutters, and other flatwork
- Concrete paving
- Asphalt paving
- Structural and earth backfill
- Structural components of stations
- Drainage improvements
- Landscaping
- Green Infrastructure
- Signing and Striping
- Pedestrian ramps and related equipment

Task 7.5 Deliverables

- Basis of Design Report
- Preliminary Engineering Design Drawing Package
- List/memo of anticipated Project Special specifications
- Design Memorandum summarizing constraints, issues, and anticipate deviations along with rationales for the next design phase.
- PDF files of all deliverable products

Task 7.6 Drainage Study and Report

The Consultant will conduct a drainage study using the drainage methodology used by Denver Wastewater Capital Projects Management. The Consultant will utilize historical information drainage and flooding data, existing hydrology reports (Upper Montclair MATT Memo) and memos to analyze basin flows and hydrology through the Project area. The Consultant will work with Denver Wastewater Capital Projects Management to coordinate the BRT-related drainage design with the design for a separate major drainage system that will be required between Glencoe St. and Kearny St. known as the E

EXHIBIT A

16th Ave System, Phase 3. The BRT drainage design work will also be coordinated with Phases 1 and 2 of the E 16th Ave System which are currently in design and may be considered as existing conditions. The drainage study will identify locations where inlets will be placed and conveyance provided to the existing drainage network and/or the proposed E 16th Ave System, Phase 3. Please note that where existing flooding cannot be practically mitigated within the scope extents of the project, the design will not further degrade the existing deficiencies.

Opportunities and technologies for green stormwater infrastructure will be identified in the draft study with candidate locations summarized.

Task 7.6 Deliverables

- Drainage Study and Report, draft for review
- Drainage Study and Report, final, comments addressed
- PDF files of all deliverable products

Task 7.7 Identify approvals and permits needed from local, State and Federal agencies

Task 7.7 Deliverables

- Approvals and Permits List

Task 7.8 Proposed Construction Schedule and Phasing Plan

Task 7.8 Deliverables

- Proposed construction schedule (duration, sequencing, and identification of neighborhood groups affected by construction)
- Proposed Phasing Plan

Task 7.9 Maintenance of Traffic Plan

A memo will be produced, discussing maintenance of traffic concepts and construction ideas to maintain mobility and business operations. Attachments may be included with the memo, but MOT drawings will not be produced.

Task 7.9 Deliverables

- MOT memo, draft for review
- MOT memo, final, comments addressed

Task 7.10 Urban/Station Design Layouts and Preliminary Design Package

The Consultant will create site plans that include the following components for the proposed BRT stations. It is anticipated the design drawings will be 50-scale, but the drawing scale will be confirmed with the City prior to plan production. The elements below will be addressed in the design. Station elements will be agreed upon by the project team during the Project.

- Grading
- Access paths to boarding areas
- Paving
- Bus bays

EXHIBIT A

- Boarding areas
- Bike access at and to station, and in parallel facilities
- Pedestrian access at and to station
- Directions and approximate distance to existing nearby transit stops
- Shelters/Canopies
- Lighting
- Utilities
- Landscaping areas
- Green infrastructure
- Right of way
- Signal infrastructure

The Consultant will provide the tabulated quantities for the following, on a sheet by sheet basis:

- IT infrastructure
- Cameras
- Fare collection
- Information kiosks
- Furniture
- Emergency call box

Task 7.10 Deliverables

- Preliminary Engineering Design Drawing Package
- List/memo of anticipated Project Special specifications
- Design Memorandum summarizing constraints, issues, and anticipate deviations along with rationales for the next design phase.
- PDF files of all deliverable products

Task 7.11 Corridor Branding and Art-in-Transit

An important aspect of the BRT guideway and station design is branding. This is the specialty of Jones-Worley, a CDOT-certified DBE firm and national expert in branding of all types of transit systems including BRT. Jones-Worley will work closely with the Consultant architects as well as the City, RTD and key stakeholders in creative brainstorming sessions to develop an overall branding message, naming, logo, artwork, color palette and style guide to be integrated with the station shelters/canopies wayfinding, bus stop signage, vehicle livery, and other aspects of the Colfax BRT. This effort will take into account the corridor history, styles and looks of the various neighborhoods and stakeholder engagement.

The Consultant will also identify opportunities to integrate art-in-transit, in line with the City's goals for the corridor. This could be part of the overall branding effort, stand-alone art, or art integrated into the station design.

Task 7.11 Deliverables

- Branding Recommendations Plan
- Art-in-Transit Recommendations

Task 7.12 Sustainability Evaluation Review/Technical Memorandum

The Consultant will conduct a sustainability gap analysis of the LPA/Preferred Alternative identified in

EXHIBIT A

the NEPA process using either INVEST or Envision as per Executive Order 123 Horizontal Infrastructure. Two workshops with project team members are assumed.

Task 7.12 Deliverables

- Sustainability Evaluation Review/Technical Memorandum, draft for review
- Sustainability Evaluation Review/Technical Memorandum, final

Task 7.13 Capital Cost Estimates

The Consultant will develop conceptual/preliminary project element cost estimates including appropriate contingencies based on the design plans developed in the previous tasks. The cost estimates will be based on City, RTD and CDOT bid items for related projects. These cost estimates will be included with all other project element cost estimates to identify the total CIG funding request. The project team will use the FTA Standard Cost Category (SCC) format to facilitate the Small Starts rating application process and FTA's review of the project.

Task 7.13 Deliverables

- Cost estimate, draft for review
- Cost estimate, final

Task 7.14 Cost Effectiveness Technical Memorandum

Per FTA requirement, the Consultant will compute the cost-effectiveness of the LPA as a measure of the annualized capital federal share of the project divided by the annual number of trips using the project. Travel trip data will be calculated in Task 6.0 Travel Modelling.

Task 7.14 Deliverables

- Cost Effectiveness technical memorandum

8. FINANCIAL/FUNDING ANALYSIS AND SUPPORT

In terms of financial planning, the ultimate success of a project is rooted in a comprehensive understanding of financial requirements. Capital and operating costs must be matched with potentially available revenues within a detailed financial plan that includes examining revenue sources, financing arrangements, and partnering opportunities. The Consultant will work closely with the City and local, state and federal stakeholders to explore these options and identify various funding sources, mechanisms, and levels that could support the preferred transit improvements in the East Colfax BRT corridor.

As a first step, the Consultant will prepare documentation for the City's use of: 1) project capital and O&M costs consistent with the City's financial models and 2) project benefits consistent with the needs of the grant or other funding program identified.

Task 8.1 Develop and Evaluate Alternative Funding Options

To understand the optimal combination of local and federal funding sources, the Consultant will assess a broad range of options, building on regional and national experience within the Metro Denver region as well as nationally. The Consultant will generate evaluation criteria to vet the options and, in conjunction with the City, provide a recommended set of potential sources for implementation.

The Consultant will identify peer project approaches and identify alternative or non-traditional

EXHIBIT A

funding and financing strategies, specifically peer BRT project funding structures and approaches. The effort will be specific to BRT, based upon actual project results, and not represent an off-the-shelf, generic analysis. The Consultant will prepare a Funding and Financing Strategies Report of these peer approaches and include a matrix of funding opportunities and constraints based on these peer approaches and traditional approaches. The Consultant will also identify, develop and include alternative or non-traditional funding and financing strategies and include these in the Report and matrix. Phased project funding and implementation will be considered in all approaches. Of particular interest will be districts along the corridor, both in the City as well as the City of Aurora. Tax Increment Financing (TIF) can be one of the most effective tools that cities and transportation authorities can use to capture the value created by the transit improvements. Given that the new BRT will improve mobility in the corridor, it will inherently increase market value. As market values on existing improvements increase, and as developers seek opportunity for new projects along the corridor, the TIF can capture the incremental increase in value and translate that into debt service for bonds issued to finance the BRT. Former and current clients of the Consultant include the Aurora Urban Renewal Authority and the Denver Urban Renewal Authority. The Consultant is familiar with the criteria and decision-making process that the staff and boards use as they consider new URA districts. The Consultant will also engage the Denver Economic Development Office (DEDO) to identify other funding opportunities tied to new development along the corridor. The Consultant will identify the best combination of local, state, federal and other sources to allow the City to advance the Colfax BRT project.

The Consultant will support the City and stakeholders in prioritizing and assessing identified funding opportunities as documented in the Funding and Financing Strategies Report. This effort will include a meeting or meetings with the City's Finance and Planning staff to prioritize the most promising approaches and prepare supporting materials for presentation at meetings with stakeholders and to the Mayor's Office and City Council.

Task 8.2 Develop Financial Plan per FTA Requirements

The Consultant will assist in the development of a Financial Plan. This plan will serve as the basis for developing the local funding match for the FTA Capital Investment Grant. This task will require working with the City's Budget Management Office (BMO) and the Mayor's Office as well as the project partners.

In terms of local funding for match of a potential FTA CIG, \$55 million in funding for East Colfax BRT is included in the Elevate Denver Bond Program approved by voters in 2017. Since the preliminary cost estimates for the full vision for East Colfax BRT are greater than \$55 million, the City's path forward is to leverage the bond funding – and additional dollars from other sources – as match dollars for upcoming grant opportunities, particularly the FTA Small Starts program. Voters also included \$20 million for pedestrian safety and streetscape improvements on Colfax Avenue in the Elevate Denver Bond program. These funds will provide permanent improvements including medians, curb extensions, and enhanced crosswalks at key intersections and deliver streetscape improvements such as furniture, trees and lighting in the Bluebird and Mayfair BIDs.

Task 8.3 Support Preparation of Intergovernmental/Funding Agreements

Based upon the efforts in Tasks 8.1 and 8.2 above, the Consultant will support and facilitate the City in its efforts to coordinate with other agencies to secure funding. The Consultant will assist the City to develop and negotiate intergovernmental/funding agreements with the various agencies to meet the project's local funding share for construction and subsequent operation and maintenance.

Task 8 Deliverables:

EXHIBIT A

- Funding Analysis Report
- Financial Plan per FTA requirements
- Intergovernmental/funding agreements as negotiated by the various agencies to meet the project's local funding share for construction and for subsequent operations and maintenance.

EXHIBIT B

ATTACHMENT 2

CONSULTANT TEAM MEMBERS

Prime Consultant: Parsons Transportation Group Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Administrative Assistant	Administration	\$ 93.00
Architect	Architecture	\$117.00
Associate Engineer - Civil	Civil Design	\$ 93.00
Associate Engineer - Structural	Structural Design	\$111.00
Associate Landscape Architect	Landscape Architecture	\$ 76.00
Associate Planner	Urban Planning/Mobility	\$ 99.00
CADD Designer/Technician	Design Support	\$ 90.00
CADD Manager	Design Support Oversight	\$216.00
Construction Engineer	Construction Inspection	\$108.00
Construction Inspector	Construction Inspection	\$117.00
Construction Manager	Construction Inspection Oversight	\$277.00
Discipline Lead (Civil)	Civil Design Lead	\$248.00
Discipline Lead (Environmental)	Environmental Planning Lead	\$198.00
Discipline Lead (MOT)	Maintenance of Traffic (MOT) Lead	\$248.00
Discipline Lead (Structures)	Structural Design Lead	\$219.00
Discipline Lead (Utilities)	Utility Coordination Lead	\$236.00
Engineer I - Civil	Civil Design	\$120.00
Engineer I - Structural	Structural Design	\$125.00
Engineer II - Civil	Civil Design	\$140.00
Engineer II - Structural	Structural Design	\$146.00
Environmental Planner I	Environmental Planning	\$125.00
Graphic Designer	Public Outreach Support	\$146.00
Landscape Architect I	Landscape Architecture	\$117.00
Landscape Architect II	Landscape Architecture	\$146.00
Landscape Architect Manager	Landscape Architecture Oversight	\$201.00
Planner	Urban Planning/Mobility	\$131.00
Principal CADD Designer	Design Support	\$140.00
Principal Engineer	Civil/Structural Design	\$166.00
Principal Landscape Architect	Landscape Architecture	\$163.00
Principal Planner	Urban Planning/Mobility	\$172.00
Principal Project Manager	Project Oversight	\$294.00
Project Controls	Scheduling Support	\$111.00
Project Manager	Project Oversight	\$219.00
Quality Manager	Quality Assurance	\$184.00
Senior Administrative Assistant	Administration	\$111.00
Senior Construction Inspector	Construction Inspection	\$154.00
Senior Engineer	Civil/Structural Design	\$120.00
Senior Project Engineer	Project Oversight	\$227.00
Senior Project Manager	Project Oversight	\$292.00

EXHIBIT B

Title/Classification	Responsibilities	Rate/Hr.
SME - Innovative Contracting	Innovative Contracting	\$379.00
SME - Program Management Advisor	Program Management	\$292.00
SME - Risk Management	Risk Management	\$437.00
SME - Transit	Transit Planning Expertise	\$364.00
Structural Manager	Project Oversight	\$248.00
Subject Matter Expert (SME) - Claims	Claims Expertise	\$379.00
Technical Writer	Technical Writing/Editing Support	\$117.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.65.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Prime Consultant: Parsons Transportation Group Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: AECOM Technical Services, Inc.

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

Title/Classification	Responsibilities		Rate/Hr.
Principal	Provides senior-level client contact and services. Is ultimately responsible for team performance.	1	\$230
		2	\$250
		3	\$270
Senior Project Manager	Plans and manages the project delivery process for large or complex projects.	1	\$205
		2	\$220
		3	\$245
		4	\$270
Project Manager	Plans and manages the project delivery process for projects. Serves as a senior professional on project teams.	1	\$145
		2	\$165
		3	\$185
		4	\$195
Engineer/Planner	Prepares design criteria and design analysis reports, develops contract documents (plans and specifications), develops opinions of cost, assists in pre-bid meetings, assists in contractor procurement and interfaces with clients.	1	\$85
		2	\$95
		3	\$105
		4	\$115
		5	\$125
		6	\$145
		7	\$165
		8	\$180
		9	\$200
Consultant	Conducts advisory analysis and consulting services using professional services such as economics, modeling, risk and financial analysis.	1	\$135
		2	\$160
		3	\$185
		4	\$210
Project Assistant	Performs technical-level services involving the preparation of project deliverables (ADD or word processing), graphics, and project accounting.	1	\$55
		2	\$65
		3	\$75
		4	\$85
		5	\$95
		6	\$105
		7	\$120
		8	\$135

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: AECOM Technical Services, Inc.

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

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

Actual Costs

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: ArLand LLC DBA ArLand Land Use Economics

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.05 / each
Copies (8 1/2 x 14")	\$.05 / each
Red-line copies	\$ / S.F.
Reproducibles	\$ / page

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Connetics Transportation Group, Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Economic & Planning Systems, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Managing Principal	Economic Analysis Principal-in-Charge. Oversee the development of the funding and financing strategy.	\$240
Senior Associate	Economic Analysis Project Analyst. Identify potential revenue sources, estimate proceeds, and develop criteria for team evaluation.	\$155

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Economic & Planning Systems, Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Fehr & Peers

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project oversight, report review, QA/QC of technical analysis and deliverables	\$225
Senior Associate	Project management, report preparation, QA/QC of technical analysis and deliverables	\$200
Associate	Project management, report preparation, QA/QC of technical analysis and deliverables	\$175
Senior Engineer/Planner	Project management, technical memorandum preparation, analysis and deliverable preparation	\$150
Engineer/Planner	Project management, data collection, analysis and deliverable preparation	\$130
Intern	Data collection and analysis	\$95
Senior Technician	Analysis, CAD, design preparation, design review	\$175
Technician	Analysis, CAD, design preparation	\$145
Senior Administrative Assistant	Subconsultant/vendor management, project setup, project accounting, graphics	\$125
Administrative Assistant	Project setup, project accounting	\$90

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Fehr & Peers

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.10 / each
Copies (8 1/2 x 14")	\$.15 / each
Red-line copies	\$.15 / S.F.
Reproducibles	\$.10 / page

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: GBSM_____

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
President	Directs all aspects of the firm's operations	\$185
Principal	Directs all aspects of the firm's operations	\$185
Project Manager III	Leads and reviews technical work	\$150
Project Manager II	Leads and reviews technical work	\$135
Project Manager I	Leads and reviews technical work	\$125
Landscape Architect (Principal)	Leads and reviews technical work	\$175
Landscape Architect III	Leads and reviews technical work	\$150
Landscape Architect II	Leads and reviews technical work	\$130
Landscape Architect I	Leads and reviews technical work	\$110
Designer III	Completes technical work under direction of a PM/LA	\$115
Designer II	Completes technical work under direction of a PM/LA	\$110
Designer I	Completes technical work under direction of a PM/LA	\$100
CAD II	Completes technical work under direction of a PM/LA	\$100
CAD I	Completes technical work under direction of a PM/LA	\$80
Administrator	Bookkeeping and general administration	\$110
Administrative Assistant	General administration	\$80

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Goodbee & Associates, Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: H.C. Peck & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; acquisition of property rights; business and residential relocations	162
Sr. Project Manager	Day to day project management; acquisition, relocation	138
Project Manager	Day to day project management; acquisition; relocation	128
Sr. ROW Agent	Acquisition; relocation	116
ROW Agent III	Acquisition; relocation	105
ROW Agent II	Acquisition; acquisition support; relocation	92
ROW Agent I	Acquisition support	82
Admin/Support Staff	Acquisition and relocation support	69
Title Staff	Title research; title commitments	132

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: H.C. Peck & Associates, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.25/ each
Copies (8 1/2 x 14")	\$0.25/ each
SKLD document copies	\$3.75/each
Red-line copies	\$ _____/ S.F.
Reproducibles	\$ _____/ page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: HCL Engineering & Surveying, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Director of Surveying	Responsible for survey project management and maintaining budget and schedule	160.00
Senior Project Surveyor	Increased level of responsibility of onsite survey and/or CAD drafting from Project Surveyor	130.00
Project Surveyor	Intermediate- level surveyor	110.00
Senior CAD Technician	Senior-level CAD drafting	110.00
CAD Technician	Intermediate-level CAD drafting	90.00
Utility locator	Locate and mark utilities	95.00
Party Chief	Responsible for all aspects of field survey and quality control	135.00
Instrument Operator	Early career surveyor subject to supervision by Party Chief	30.00
Principal	Oversee survey project as necessary	225.00
Project Engineer	Utility plan stamping, and needed civil engineering services or oversight	125.00

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: HCL Engineering & Surveying, LLC

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Iron Horse Architects

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

Title/Classification	Responsibilities	Rate/Hr.
Chief Design Officer	Architect with a thorough knowledge of architecture who develops design standards and supervises design across the company	275.00
Senior Administrator	Oversees all administrative management of architectural projects	250.00
Principal	Architect with a thorough knowledge of architecture who develops design standards and supervises a design department	250.00
Senior Project Manager	Handles projects of the largest magnitude. Oversees and coordinates project efforts in order to ensure effective execution	225.00
Architect	Licensed architect who applies architecture principles and practices in a broad array of assignments and related fields.	175.00
Project Manager	Manages multiple small/medium projects, coordinates all aspects of assigned projects, and estimates scope of work	150.00
BIM Manager	Responsible for BIM and the digital Construction procedures at the design, construction and closeout stages of a project.	150.00
Jr. Architect	These newly licensed design professionals apply sound and diverse knowledge of architecture principles and practices in a broad array of assignments.	125.00
Job Captain	Unlicensed design professional, uses independent judgement in design evaluation, selection and modification	115.00
Project Administrator	Project Administrator plays a crucial role in the overall success of architectural projects, provides high level administrative support.	95.00
Architectural Intern	Full Time, entry level position, works from the design of others and performs routine architectural assignments.	85.00

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Iron Horse Architects

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Jones Worley Design, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Program Principal	Quality Control, client relations and contract matters	\$324.23
Strategist	Strategy development, client relations	\$121.59
Account Executive	Executes assignments surrounding client initiatives	\$ 94.57
Account Coordinator	Internally coordinates details of client initiatives	\$ 47.28
Project Manager	Quality control, manages initiatives with client team and internal team	\$117.70
Sr. Graphic Designer	Creative direction and concepting	\$101.32
Art Director	Creative concepting and development	\$ 62.31
Graphic Designer	Creative development	\$ 48.63
Project Accountant	Manages project administration	\$ 67.55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.81.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Jones Worley Design, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies/Prints (8 1/2 x 11")-Black & White	\$ <u>.08</u> / each
Copies/Prints (8 1/2 x 11")-Color	\$ <u>.16</u> / each
Copies/Prints (8 1/2 x 14")-Black & White	\$ <u>.10</u> / each
Copies/Prints (8 1/2 x 14")-Color	\$ <u>.20</u> / each
Red-line copies-Black & White	\$ <u>1.00</u> / S.F.
Red-line copies-Color	\$ <u>1.50</u> / S.F.
Reproducibles	\$ <u>2.00</u> / page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: MIG, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall management; resource allocation; thought leadership; planning and urban design vision; quality assurance and quality control	\$235
Senior Project Manager	Oversee day-to-day scope, budget and schedule; lead communication with other team members; planning and urban design supervision	\$155
Project Manager	Assist with day-to-day project management and coordination; Prepare progress reports and invoices; participate in updates to schedule and development of critical path tasks and milestones	\$135
Senior Project Associate	Lead project tasks with supervision and guidance from Principal and Project Managers	\$105
Associate	Contribute to project tasks with assistance from Senior Project Associates and supervision and guidance from Principal and Project Managers	\$90
Civil Engineer	Lead Civil Engineering tasks related to utilities and grading; Provide guidance on details and specs for urban design	\$185
Executive Assistant	Scheduling, invoicing, travel arrangements; copy editing; duplication and scanning	\$105
Project Assistant	Assist with scheduling, invoicing, travel arrangements; copy editing; duplication and scanning	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.3.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: MIG, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$0.25</u> / each
Copies (8 1/2 x 14")	<u>\$0.50</u> / each
Red-line copies	<u>\$ 1.00</u> / S.F.
Reproducible	<u>\$ N/A</u> / page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: OV Consulting, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$175
Project Manager	Project Management, Transportation Planning, Transportation Engineering	\$160
Senior Engineer	Transportation Engineering	\$145
Engineer II	Transportation Engineering	\$130
Engineer II	Transportation Engineering	\$115
Senior Planner	Transportation Planning	\$140
Planner II	Transportation Planning	\$120
Planner I	Transportation Planning	\$110
GIS Analyst	GIS, Data Review	\$90
Graphic Designer	Graphic design, meeting materials, web-based materials	\$90
CAD Technician	CAD Drafting	\$90
Clerical/Administrative	Word processing & administrative organization	\$70
Data Collection Technician	Collect field data	\$35
Intern	Varying support tasks	\$30

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: OV Consulting, LLC

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each Black/White, \$0.85 each color
Copies (11 x 17")	\$ <u>1.70</u> / each
Large format plotter printers	\$ <u>5.00</u> / S.F.
Reproducibles	\$ _____ / page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer/Scientist	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on engineering, planning, NEPA evaluations, air quality, noise, biology, geology, chemistry, and environmental science.	\$205
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$180
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$163
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 150
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, 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/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$125
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$115
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$99
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$98
Project Assistant	Maintain Field Equipment, Data Management	\$86
Word Processing, Clerical	Word Processing, Clerical	\$67

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.01 .

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Pinyon Environment, Inc.

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

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

Actual Costs:

EXPENSE OR SERVICE	RATE	BILLING RATE
Dual Interface Probe	day	\$70.00
Groundwater level indicator	day	\$30.00
Photoionization Detector / FID or similar	day	\$75.00
Automated Samplers, Monitors, and Data Loggers	day	\$100
PID / FID / multi gas meter (or similar)	day	\$75.00
Groundwater sampling kit	day	\$201.00
Soil Sampling kit	day	\$315.00
Field Visits (General Projects [e.g., Phase I ESA])	Day	\$50.00
Field Visits (Wetland/Biology)	Day	\$50.00
Soil Logging (During Drilling)	Boring	\$105.00
Monitoring Well Development	Well	\$55.00
Monitoring Well Sampling	Well	\$67.00
Asbestos Sampling Kit (Building Inspections)	Day	\$45.00
Asbestos Air Monitoring Kit	Day	\$110.00
Pass Through Rate – Subcontractor Costs and Management		
All Subcontracted Services	Cost	Cost
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Bonding Rate	2.2%	

Other potential reimbursables will be shown on specific task orders, to be approved by the City.

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: PK Electrical, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal / Engineer of Record	Oversees entire project, manages clients, provides QA/QC reviews.	\$225.00
Engineering Manager	Engineer in charge of design, standards, requirements, project management staff, and attends client meetings.	\$190.00
Senior Project Engineer	Engineer responsible for technical aspects of project, code reviews, oversees junior engineers and designers.	\$185.00
Senior Project Manager	Assists Project Engineer, manages staff, resources, schedule, budget	\$175.00
Electrical/Technology Designer	Designs low voltage systems, lighting and power systems, edits specifications	\$150.00
Fire Alarm Engineer / Designer	Design of fire alarm, mass notification, v-evac systems, and specifications	\$165.00
Technology Manager	Manages designers and designs for low voltage systems (DATA/voice, A/V, security, CCTV, infrastructure systems)	\$185.00
Bookkeeper / Accounting	Finance accounts manager / bookkeeping	\$100.00
Electrician / Field Technician / Designer	Assists in designs, performs field investigations and site surveys	\$150.00
Production / BIM Manager	Manages production department and staff, assigns work, maintains drafting standards and drafting software	\$125.00
Drafter	Microstation, BIM, CAD drafting and production	\$95.00
Admin	Filing, document control, spec editing, general tasks	\$80.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.4812.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: PK Electrical, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Black & White Copies (8 ½ x 11")	\$.06 / each
Color Copies (8 ½ x 11")	\$.30 / each
Black & White Copies (8 ½ x 14")	\$.11 / each
Color Copies (8 ½ x 14")	\$.60 / each
Black & White Copies (11 x 17")	\$.12 / each
Color Copies (11 x 17")	\$.60 / each
Red-line copies	\$.75 p / S.F.
Reproducibles	\$ 2.25 p / S.F.
File processing fee for CAD drawings	\$.20 / each

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Y2K Engineering, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Engineering Intern / Intern	Planning and Transportation Engineering Support	\$50.00
Engineering Designer / EIT I	Planning and Transportation Engineering Support	\$80.00
Sr. Engineering Designer / EIT II	Planning and Transportation Engineering	\$110.00
Sr. Designer / CAD/GIS Technician III	CAD Drafting	\$110.00
Project Engineer / Project Engineer, Level II	Transportation Planning and Engineering	\$135.00
Sr. Traffic Engineer / Project Engineer, Level III	Transportation Planning and Engineering	\$165.00
Sr. Traffic Engineer / Project Engineer, Level IV	Transportation Planning and Engineering	\$190.00
Sr. Project Manager / Sr. Project Manager I	Civil Engineering and Project Management	\$190.00
Principal / Sr. Project Manager II	Transportation Planning and Engineering, Project Management	\$220.00

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Y2K Engineering, LLC.

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

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

Actual Costs

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

8/18/2020	Parsons	AECOM	Arland	Connetics	EPS	Fehr & Peers	GBSM	Goodbee	HC Peck	HCL	Iron Horse	Jones Worley	MIG	OV	Pinyon	PK	Y2K	Total	% of total	
Task 1 Project Management, Administrative Tasks and Agency Coordination	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,000	7%	
Task 1.1 Project Management incl. PMP, sub mgmt., QA/QC, schedule, and budget control	\$ 180,000																	\$ 180,000	4%	
Task 1.2 Administrative Tasks, incl. meeting notes, monthly progress/invoices	\$ 60,000																	\$ 60,000	1%	
Task 1.3 Agency Coordination/Technical Advisory Committee Meetings (quarterly)	\$ 120,000																	\$ 120,000	2%	
Task 2 Public Information/Engagement	\$ 135,000	\$ 20,000	\$ -	\$ -	\$ 2,000	\$ 18,000	\$ 245,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420,000	9%	
Task 2.1 Public Involvement Plan	\$ 5,000						\$ 15,000											\$ 20,000	0%	
Task 2.2 Stakeholder Coordination (quarterly)	\$ 50,000	\$ 10,000			\$ 2,000	\$ 3,000	\$ 50,000											\$ 115,000	2%	
Task 2.3 Public Involvement and Comment (quarterly)	\$ 80,000	\$ 10,000				\$ 15,000	\$ 180,000											\$ 285,000	6%	
Task 3 Alternatives Analysis/LPA Confirmation	\$ 55,000	\$ 45,000	\$ 10,000	\$ 40,000	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	4%	
Task 3.1 Review Alignment and Project Definition	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000		\$ 5,000							\$ 5,000					\$ 40,000	1%	
Task 3.2 Determine BRT Definition for Aurora Segment	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ -							\$ 5,000					\$ 30,000	1%	
Task 3.3 Develop and Evaluate LPA Refinements incl. impact on traffic and parking	\$ 10,000	\$ 10,000		\$ 10,000		\$ 25,000												\$ 55,000	1%	
Task 3.4 Finalize LPA including capital improvements and operations plan	\$ 10,000	\$ 10,000		\$ 20,000		\$ 5,000							\$ 5,000					\$ 50,000	1%	
Task 3.5 Review Final LPA with Committees, Stakeholders, and Public	\$ 10,000	\$ 10,000																\$ 20,000	0%	
Task 3.6 Confirm LPA with Executive Leadership Team and City Council	\$ 5,000																	\$ 5,000	0%	
Task 4 NEPA Evaluation and CIG Definition	\$ 100,000	\$ 131,000	\$ 12,800	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 10,000	\$ -	\$ 134,500	\$ -	\$ 25,000	\$ 448,300	9%	
Task 4.1 Purpose and Need Refinement and Class of Action Confirmation	\$ 10,000	\$ 10,000													\$ 10,000			\$ 30,000	1%	
Task 4.2 Alternatives Considered	\$ 40,000	\$ 35,000	\$ 5,000	\$ 15,000							\$ 10,000		\$ 5,000		\$ 40,000			\$ 150,000	3%	
Task 4.3 APE, Technical Studies and Resource Agency Coordination	\$ 20,000	\$ 30,000	\$ 7,800								\$ 10,000		\$ 5,000		\$ 45,000		\$ 25,000	\$ 142,800	3%	
Task 4.4 Environmental Consequences	\$ 20,000	\$ 31,000													\$ 29,500			\$ 80,500	2%	
Task 4.5 Environmental Document incl. Mitigation Plan and FTA Reviews as Lead Agency	\$ 10,000	\$ 25,000													\$ 10,000			\$ 45,000	1%	
Task 5 FTA CIG Project Development and Rating Application	\$ 140,000	\$ 30,000	\$ 17,000	\$ 25,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 217,000	4%	
Task 5.1 Finalize Project Definition and Coordinate Project Sponsorship	\$ 30,000	\$ 5,000		\$ 5,000		\$ 5,000												\$ 45,000	1%	
Task 5.2 Prepare Letter Requesting Entry to Project Development	\$ 20,000	\$ 5,000																\$ 25,000	1%	
Task 5.3 FTA Meetings and Coordination through Project Development	\$ 30,000	\$ 5,000																\$ 35,000	1%	
Task 5.4 Prepare Small Starts Application	\$ 60,000	\$ 15,000	\$ 17,000	\$ 20,000														\$ 112,000	2%	
Task 6 Travel Modeling, Ridership and Traffic Analysis, and Safety Evaluation	\$ 170,000	\$ -	\$ -	\$ 35,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 88,500	\$ 388,500	8%
Task 6.1 Travel Demand Modeling Methodology and Results	\$ 30,000			\$ 10,000		\$ 15,000												\$ 55,000	1%	
Task 6.2 Traffic Operations and Parking Analysis	\$ 40,000					\$ 15,000											\$ 43,500	\$ 98,500	2%	
Task 6.3 Analysis of Ridership Forecasts (by RTD)	\$ 30,000			\$ 25,000		\$ 10,000												\$ 65,000	1%	
Task 6.4 Safety Evaluation	\$ 40,000					\$ 15,000							\$ 20,000				\$ 45,000	\$ 120,000	2%	
Task 6.5 First/Last Mile Analysis	\$ 30,000					\$ 20,000												\$ 50,000	1%	
Task 7 Preliminary Engineering	\$ 1,020,000	\$ 150,000	\$ -	\$ -	\$ -	\$ 14,800	\$ -	\$ 200,000	\$ 49,800	\$ 285,000	\$ 129,800	\$ 117,500	\$ 24,800	\$ 54,800	\$ -	\$ 49,800	\$ 50,000	\$ 2,146,300	44%	
Task 7.1 Basis of Design Report	\$ 30,000																	\$ 30,000	1%	
Task 7.2 Survey Control, Aerial Mapping and Field Survey	\$ 30,000									\$ 285,000								\$ 315,000	6%	
Task 7.3 Right of Way Mapping	\$ 30,000								\$ 49,800									\$ 79,800	2%	
Task 7.4 Utility Coordination	\$ 40,000							\$ 200,000										\$ 240,000	5%	
Task 7.5 Preliminary Engineering Design - Civil Drawing Package - 50' scale	\$ 350,000	\$ 70,000				\$ 14,800											\$ 25,000	\$ 50,000	\$ 509,800	10%
Task 7.6 Drainage Study and Report	\$ 80,000													\$ 39,800				\$ 119,800	2%	
Task 7.7 Identify approvals and permits needed from local, State and Federal agencies	\$ 40,000																	\$ 40,000	1%	
Task 7.8 Proposed Construction Schedule and Phasing Plan	\$ 50,000																	\$ 50,000	1%	
Task 7.9 Maintenance of Traffic Plan	\$ 50,000																	\$ 50,000	1%	
Task 7.10 Urban/Station Design Layouts and Preliminary Design Package - 50' scale	\$ 120,000	\$ 70,000								\$ 129,800			\$ 24,800			\$ 24,800		\$ 369,400	8%	
Task 7.11 Corridor Branding and Art-in-Transit	\$ 20,000										\$ 117,500							\$ 137,500	3%	
Task 7.12 Sustainability Evaluation Review/Technical Memorandum	\$ 50,000												\$ 15,000					\$ 65,000	1%	
Task 7.13 Capital Cost Estimates	\$ 80,000	\$ 10,000																\$ 90,000	2%	
Task 7.14 Cost Effectiveness Technical Memorandum	\$ 50,000																	\$ 50,000	1%	
Task 8 Financial/Funding Analysis and Support	\$ 135,000	\$ 10,000	\$ 10,000	\$ -	\$ 127,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282,800	6%	
Task 8.1 Develop and Evaluate Alternative Funding Options	\$ 45,000		\$ 10,000		\$ 77,800													\$ 132,800	3%	
Task 8.2 Develop Financial Plan per FTA Requirements	\$ 45,000	\$ 10,000			\$ 30,000													\$ 85,000	2%	
Task 8.3 Support Preparation of Intergovernmental/Funding Agreements	\$ 45,000				\$ 20,000													\$ 65,000	1%	
Labor Budget	\$ 2,115,000	\$ 386,000	\$ 49,800	\$ 115,000	\$ 129,800	\$ 147,800	\$ 245,000	\$ 200,000	\$ 49,800	\$ 285,000	\$ 149,800	\$ 117,500	\$ 49,800	\$ 74,800	\$ 134,500	\$ 49,800	\$ 163,500	\$ 4,462,900	92%	
ODC's	\$ 25,000	\$ 14,500	\$ 200	\$ 2,500	\$ 200	\$ 200	\$ 8,000	\$ 200	\$ 200	\$ 600	\$ 200	\$ 2,500	\$ 200	\$ 200	\$ 500	\$ 200	\$ 1,500	\$ 56,900	1%	
Additional Services (if required)	\$ 340,000																	\$ 340,000	7%	
Reimbursable Expenses	\$ 10,000																	\$ 10,000	0%	
Total Budget	\$ 2,140,000	\$ 400,500	\$ 50,000	\$ 117,500	\$ 130,000	\$ 148,000	\$ 253,000	\$ 200,200	\$ 50,000	\$ 285,600	\$ 150,000	\$ 120,000	\$ 50,000	\$ 75,000	\$ 135,000	\$ 50,000	\$ 165,000	\$ 4,869,800	100%	
	47.3%	8.9%	1.1%	2.6%	2.9%	3.3%	5.6%	4.4%	1.1%	6.3%	3.3%	2.7%	1.1%	1.7%	3.0%	1.1%	3.7%	100%		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2020

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

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

PRODUCER LIC #CA 0C19812 1-816-960-9000 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: RiskManagement.Parsons@parsons.com														
INSURED Parsons Transportation Group Inc. 100 M Street SE, Suite 1200 Washington, DC 20003-3515	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: NATIONAL UNION FIRE INS CO OF PITTS</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B: AMERICAN HOME ASSUR CO</td> <td style="text-align: center;">19380</td> </tr> <tr> <td>INSURER C: NEW HAMPSHIRE INS CO</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D: ILLINOIS NATL INS CO</td> <td style="text-align: center;">23817</td> </tr> <tr> <td>INSURER E: LEXINGTON INS CO</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER B: AMERICAN HOME ASSUR CO	19380	INSURER C: NEW HAMPSHIRE INS CO	23841	INSURER D: ILLINOIS NATL INS CO	23817	INSURER E: LEXINGTON INS CO	19437	INSURER F:	
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INSURER E: LEXINGTON INS CO	19437														
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 60216796 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL17587105	01/01/20	01/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA134-1445(MA) CA134-1446(AOS)	01/01/20 01/01/20	01/01/21 01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC012-32-6657(CA)	01/01/20	01/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C				WC012-32-6658(AOS)	01/01/20	01/01/21	E.L. EACH ACCIDENT \$ 1,000,000
D				WC012-32-6659(FL)	01/01/20	01/01/21	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C				WC012-32-6660(MA/WI)	01/01/20	01/01/21	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> ARCHITECTS & ENGINEERS <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			11665420	01/01/20	01/01/21	PER CLAIM 5,000,000 POLICY AGG 5,000,000
A	<input checked="" type="checkbox"/> AUTO LIABILITY	X	X	CA134-1447(NJ)	01/01/20	01/01/21	CSL (EA ACCIDENT) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Colfax Transit Implementation: Bus Rapid Transit.
Additional Insureds: City and County of Denver, its elected and appointed officials, employees and volunteers.
Professional Liability Retroactive Date: 6/19/86
See attached special clause(s).

CERTIFICATE HOLDER City and County of Denver Dept. of Transportation & Infrastructure Attn: Contract Admin. 201 W. Colfax Avenue, Dept. 614 Denver, CO 80202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SUPPLEMENT TO CERTIFICATE OF INSURANCEDATE
09/18/2020

NAME OF INSURED: Parsons Transportation Group Inc.

Special Clauses

Additional Insured:

Except as respects Workers Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, City and County of Denver, its elected and appointed officials, employees and volunteers are included as an additional insured but only to the extent of the named insureds negligence.

Waiver of Subrogation (All Coverages):

Solely as respects work performed by the named insured, the company(ies) agree to waive all rights of subrogation, where required by contract entered into prior to loss, against the City.

Severability of Interest:

Except as respects Workers Compensation and Professional Liability, insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limit of liability.

Primary Insurance:

Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the City and County of Denver, its elected and appointed officials, employees and volunteers.

Cancellation Notice:

The named insured, Parsons Corporation or its Insurance Broker shall notify the certificate holder of any cancellation, or reduction in coverage or limits, of any insurance within thirty (30) days of receipt of insurers' notification to that effect.

Contract Control Number:
Contractor Name:

DOTI-202055954-00
PARSONS TRANSPORTATION GROUP INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202055954-00
PARSONS TRANSPORTATION GROUP INC.

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

East Colfax Avenue Bus Rapid Transit (BRT) Scope of Work

8/11/20

Introduction

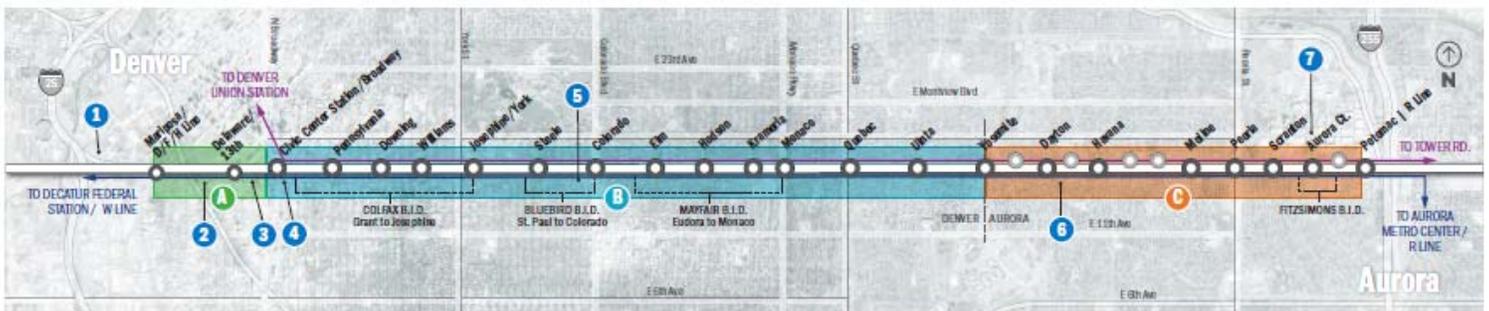
The City and County of Denver (City) selected Parsons Transportation Group (Consultant) to assist in the completion of the following tasks to prepare and advance the East Colfax Bus Rapid Transit (BRT) Project (the Project) into the Federal Transit Administration (FTA) Project Development Phase. Tasks include, but are not limited to:

- Completion of the FTA National Environmental Policy Act (NEPA) process and approvals for the Locally Preferred Alternative (LPA); based on initial evaluation by the FTA it is anticipated that the level of NEPA clearance will be a documented Categorical Exclusion (CatEx).
- Support for the City's goal of obtaining an FTA Small Starts Capital Investment Grant (CIG).
- Identification of other potential funding opportunities.
- Development of Preliminary Engineering (PE) plans (less than 30% design level) within the limits described below.
- Implementation of additional planning and outreach requirements as further described below.

The Project will build upon previous City work (2010 – 2018) that included a streetcar feasibility study, economic studies, traffic modeling, BRT and multimodal planning and a high capacity transit alternatives analysis study. The Preliminary LPA was identified through these previous studies.

Project Study Area and Project Limits:

The project study area is defined as the length of Colfax Avenue from I-25 to I-225 as shown in the following map and is generally defined as 2-3 blocks north and south of Colfax Avenue (13th to 18th Streets). The project area falls within the jurisdictions of City and County of Denver, City of Aurora, and Arapahoe and Adams Counties. At this time all the capital investments identified in the East Colfax BRT Study are between Civic Center/Broadway and Yosemite Street in Denver; these are the Project limits for the PE scope of work and the focus for the public outreach/engagement efforts. The NEPA project limits are intended as I-25 to I-225 in order to environmentally clear the entire project definition corridor. The NEPA project limits and Area of Potential Effect (APE) will be further defined in Task 4. East of Yosemite Street and west of Broadway, it is assumed that service will continue in the manner it currently operates, with no significant capital improvements. All of these assumptions will be evaluated and confirmed under Task 3.



Scope of Work

1. PROJECT MANAGEMENT

The Consultant's management philosophy is codified within the company's Project Manager Certification (PMC) program to ensure the successful delivery of services. The Consultant's Principal-in-Charge (PIC) will make sure the project team has the required resources to deliver a successful project for the City. The Consultant's Project Manager (PM) will oversee the project and manage the project schedule and timely completion of technical deliverables for the City. The Consultant will directly assist the City's PM to manage coordination between City departments, stakeholders and agencies that will be involved in the project. The Consultant's Deputy Project Manager (DPM) will assist with internal communication and overseeing the team's approach to quality assurance/quality control (QA/QC), project and document control, and subconsultant coordination.

The Consultant's approach to project management includes developing a Minority/Women Business Enterprise (MWBE) Utilization Plan to fully engage the MWBE team members and their expertise and make sure 25 percent of the contract work and budget is dedicated to inclusion and diversity. The plan will include monthly review of MWBE reporting and tasks to confirm fulfillment of utilization commitments and implementation of proposed actions. The draft MWBE Utilization Plan will be submitted to the City within the first two weeks of the project for review and approval.

Task 1.1 Project Management incl. PMP, QA/QC, schedule, and budget control

The Consultant will manage the East Colfax BRT PE/NEPA project in close collaboration with the City's PM and will provide:

- Solid upfront understanding of the City's expectations, scope and budget, including a clear definition of what a successful project will be, so the goal is always in mind.
- Frequent/ongoing communication with the City, stakeholders and consultant team throughout the project.
- Careful and timely resolution of project issues and management of expectations as they arise to minimize schedule delays and resulting impacts to the budget.
- Timely reviews of project deliverables with both the City and stakeholders to minimize impacts to the schedule and budget.
- Monthly reviews with the City on the project status, deliverables, and budget, with a discussion about any needed adjustments to task durations or budgets as appropriate.

The Consultant will be in frequent contact with the City's project manager throughout the project duration, including bi-weekly coordination meetings to review progress on the project and upcoming activities, and to identify any potential technical or project-related issues, including slippage in the schedule that could impact the budget, with a plan to resolve such issues.

The Consultant will prepare a Project Management Plan that will include a communications plan, scope of work, budget, schedule, QA/QC plan, document control, coordination and implementation plan, and project risk register.

Communications Plan

AS part of the project management plan, the Consultant will prepare a communications plan to address anticipated methods of communication with stakeholders, agencies, jurisdictions, and the public. The communications plan will include procedures, timing, methods, and triggers to communicate relevant project information about project issues, status, and decisions. The plan will also specify the creation of an online data hub where information can be shared across agencies. Communication methods will include a combination of virtual or in-person meetings, emails, phone

EXHIBIT A

calls, conference calls, a project webpage, and an online communication hub to be coordinated with the City. The communications plan will be evaluated and adjusted periodically to maximize performance throughout the project.

Project Schedule

The project schedule is an integral part of the project management plan and is integrated with budget, resources, WBS, scope, and quality requirements to guide the work and reflect progress and performance through the life of the project. The Consultant understands the City's desire to complete this phase of the East Colfax BRT project within a 24-month time frame, or sooner, if possible. The Consultant is proposing an accelerated 18-month schedule from Notice to Proceed (NTP) for this scope of work, based on the previous work completed to date, the scope of work to be accomplished, and experience with many similar projects. The project schedule is included in Attachment A. The Consultant will prepare a schedule of deliverables that addresses each task in the scope of work and will monitor the schedule and budget every month.

The Consultant will work with the City to make sure tasks are carefully vetted and scheduled, progress is tracked monthly, and issues are quickly and effectively addressed, so that schedule delays are minimized and impacts to the project budget are avoided. The City and all participating agencies commit to providing timely review and consolidated comments on all deliverables to the Consultant in order to maintain the project schedule. The proposed schedule is flexible enough to accommodate necessary changes in emphasis directed by the City and can be adjusted accordingly for task completion.

To support adherence to the project schedule, the City will ensure that all department and agency reviews of all project deliverables are completed in a timely manner, specifically within a two-week period.

Coordination Support

The Consultant will recommend and then support a process through which the City, Colorado Department of Transportation (CDOT), RTD, the City of Aurora (CoA) and the Denver Regional Council of Governments (DRCOG) will work to create the formal intergovernmental agreements (IGAs) necessary to support the funding, construction, and operation of the project. Coordination with appropriate regional, State and federal resource agencies such as: Federal Transit Administration, U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Offices (SHPO), U.S. Army Corps of Engineers (USACE), Environmental Protection Agency (EPA), Mile High Flood District (MHFD), Denver Water, Colorado Parks and Wildlife (CPW), and Colorado Department of Public Health and Environment (CDPHE) will be included in the NEPA scoping and review process under Task 4.

Potential High-Risk Project Elements

Together with the City, RTD and CDOT, the Consultant will monitor and update the risk register already developed in collaboration with the City to identify any potential risks, the degree of likelihood and severity of those risks, and the likely appropriate mitigation measures for each risk identified. The City has established appropriate contingency budget funds to address out-of-scope tasks that arise. This will allow the team to address potential risks early in the preliminary engineering process, and proactively resolve them before they can create schedule delay or cost overrun, supporting a smooth transition to final design and straightforward construction with minimal complications.

Coordination and Implementation Plan

Denver's Project Lifecycle Workflow (PLW) and One Build implementation strategies consider potential impacts to all assets within the City right-of-way (ROW) when planning, designing, validating

EXHIBIT A

and implementing projects. This ensures City funds are spent efficiently and impacts to residents, businesses, and the traveling public are reduced. The Consultant will support the City's comprehensive approach to project implementation by integrating this project in the PLW in general, and the One Build module specifically, to coordinate with concurrent projects taking place in the same geographic area. The Consultant will coordinate with the City's Community Design Lead, soon after receiving the NTP, to develop an initial roadmap of planned projects within the project area.

The Consultant will develop a project tracking matrix based on early findings and update it regularly as the project progresses. As the Consultant develops preliminary design and construction phasing plans for the corridor, opportunities will be identified to combine construction and maintenance of traffic for adjacent planned projects to minimize construction impacts on the neighborhoods, local businesses and the traveling public.

Task 1.2 Administrative Tasks, incl. meeting agendas/notes, monthly progress/invoices

The Consultant will address all administrative tasks throughout the project including preparation of agendas and brief summary notes for each coordination meeting, as well as monthly progress reports and invoices. In addition to City specified requirements, document control will be in accordance with the Consultant's standard filing and maintenance of project documents, both draft and final versions. Document control will be managed and maintained by the Consultant Deputy Project Manager in the Consultant's Denver office and on the Denver server.

The file sharing system will be established per the City's preferences and requirements. The Consultant will maintain organization and version control of data, documents and design deliverables to be shared. The Consultant has the license and administration to set up a project SharePoint site if the City approves of the SharePoint platform.

Task 1.3 Agency Coordination/Technical Advisory Committee Meetings

The Consultant will work with the City to re-establish and communicate with the following project teams and committees:

- **Technical Working Group:** the Consultant will work with the City to establish a technical and advisory committee based on the working group members of the initial phase of the East Colfax BRT project, to provide input during the project. The technical committee will include the City, CDOT, and RTD technical staff.
- **Stakeholder Committee:** the Consultant will work with the City to establish a Stakeholder Committee as part of the outreach approach. This committee will be developed based on the committees/task force membership used in the initial phases of the East Colfax BRT project, including the Business Improvement Districts (BIDs) and neighborhood groups.
- **Project Management Team (PMT):** The City will identify a PMT comprised of various City department representatives. Other agency representatives may also be included (CDOT, RTD, others). The City's Project Manager will provide summary updates from the PMT updates to the City Executive Leadership throughout the project.
- **Executive Leadership Team (ELT):** The City will identify an ELT comprised of various City department managers and other key leadership representatives. The ELT could include elected officials to be advised of the project key milestones and decision points. Alternatively, the City's PM could provide updates to the elected officials at their typical venues/meetings.

The overall project management and communication structure will allow parties to be engaged

EXHIBIT A

throughout the PE/NEPA/funding process, by means of quarterly progress review meetings.

Task 1 Deliverables:

- Project Management Plan including communications plan, document control, deliverables, review plan, and project controls
- MWBE Utilization Plan
- Project Schedule
- Quality Management Plan
- Meeting agendas and notes
- Progress reports and invoicing
- Project risk register and tracking matrix

City Deliverables:

All previous studies, methodologies, assumptions and results, conceptual designs, initial cost estimates and their basis, as-built drawings, other planned construction projects along the corridor, and all relevant files will be provided by the City to the Consultant upon NTP to help guide the project development. A review session will be held shortly after the NTP with the City and Consultant to discuss the assumptions underlying the Preliminary LPA to facilitate completion of Task 3.1.

2. PUBLIC INFORMATION/ENGAGEMENT

Early in the process, the Consultant will develop a detailed public involvement plan and approach as summarized below. The key stakeholders include the City, RTD, CDOT, City of Aurora, the Colfax, Bluebird and Mayfair BIDs, and numerous business and residential neighborhoods, all of whom have an interest in high capacity transit on East Colfax. The Consultant will use an interactive public engagement approach to ensure multiple opportunities for meaningful stakeholder and public input throughout the project schedule.

Task 2.1 Public Involvement Plan

The first step will be conducting a situational assessment and preparation of the Public Involvement Plan to provide a framework for an inclusive and sustainable outreach. The Consultant will work closely with the Project Management Team to review, refine and finalize all elements of the public involvement effort. The PI plan will define overarching outreach strategy, identify input milestones, create a schedule of meetings and presentations based on key decision points, develop a message platform, and identify required project materials.

Task 2.2 Stakeholder Coordination

The Colfax BRT community outreach effort will require intentional engagement of the diverse communities represented within the project area. The existing BRT committee structure will need to be updated and adapted.

- **Stakeholder Committee (“BRT Design Workgroup”):** Evolve the existing Community Task Force into a BRT Design Workgroup with updated representation from business districts; neighborhood organizations; community groups; City Council and transportation, accessibility, equity, social justice and mobility advocates. Plan, promote, facilitate and document up to six (6) BRT Design Workgroup meetings.
- **Technical Working Group:** Support strategy, planning, and facilitation for up to six (6) milestone-driven Technical Working Group meetings. The technical committee will include the City, RTD and CDOT, as well as other potentially interested external entities such as DRCOG, Anschutz, Auraria, National Jewish, TNCs (Uber/Lyft), Colorado Motor Carriers Association or other agency to address commercial deliveries/loading zone concerns.

EXHIBIT A

- **Small Group Briefings/Office Hours:** Provide strategy, planning, and facilitation support for the execution of up to fifteen (15) small group meetings with influential corridor stakeholders (e.g., business districts, developers, community leaders, neighborhood organizations, etc.) or targeted office hours for in-depth discussions in specific areas.

Task 2.3 Public Involvement and Comment

Drawing upon the strategic partnerships and complementing the input generated from the targeted stakeholder engagement, The Consultant will implement a diverse mix of virtual, digital and analog outreach activities to equitably share information and gather community-wide feedback including the following:

- Large-Scale Community Events
- Community/Business Partnership Program
- Virtual Engagement Hub
- Direct Communications
- BRT Partner Toolkit
- Project Materials

Task 2 Deliverables:

- Public Involvement Plan (draft and final and updated as needed)
- Website content and periodic updates
- Outreach and presentation materials (electronic and printed) in English and Spanish at a minimum, and ADA-compliant
- Public involvement report (public comments received, and responses provided, etc.) in a format acceptable for NEPA documentation purposes
- Public meeting notes
- Renderings, video, or other promotional materials, as appropriate.
- Communication templates

3. ALTERNATIVES ANALYSIS/LPA CONFIRMATION

The Consultant will work closely with the City to confirm the preliminary LPA of center-running dedicated BRT lanes in the Colfax corridor in order to carry out timely and efficient completion of the project development phase. The Consultant recognizes that during the previous AA, one of the surveys indicated that 73 percent of respondents agreed with the recommendation for center-running BRT lanes on East Colfax. This task will confirm that there is still strong support and includes further public outreach to increase awareness and gauge support for the LPA. There are four critical reasons for making this effort at the very beginning of the project:

- **Respond to the 2019 NEPA Review Final Report comments about the Project Definition:** “Logical termini should be more thoroughly investigated and documented. Additionally, operations and maintenance specifics including headways, cost and responsibility need to be analyzed. Additional detail is also needed on operations details;
- **Make sure there is true community buy-in and stakeholder support for the LPA** so that significant opposition is not raised in subsequent months that would require re-defining the LPA and further delaying the project development and implementation process;
- **Ensure the LPA/project definition can be appropriately addressed by the proposed NEPA class of action as a Documented CatEx** as indicated from previous discussions with RTD and FTA. Subsequent changes in the LPA or issues raised (including and up to the threat of litigation) could force a restart of the NEPA process at a higher class of action such as an

EXHIBIT A

- Environmental Assessment (EA) and further delay the project development process; and
- **Ensure the LPA project definition (in the letter to FTA requesting entry to Project Development) is confirmed** by FTA and does not have to be changed midstream causing FTA to question the readiness of the project to advance.

Task 3.1 Review Alignment and Project Definition

As a first step the Consultant team will review the Preliminary LPA and all underlying assumptions and elements with the City and clarify the City's intent for the project definition.

Task 3.2 Determine BRT Definition for Aurora Segment

With appropriate City staff, the Consultant will then meet with City of Aurora staff to review the intended BRT operations in mixed flow lanes in the Aurora segment between Yosemite Street and I-225. The discussion will include consideration of any changes in Aurora's preferences for BRT operations in their city, including options for dedicated BRT lanes or addition of business access/transit (BAT) lanes. BAT lanes are curbside lanes that are semi-dedicated for BRT use but also allow right-turning vehicles, similar to those along Broadway and Lincoln in Denver. BAT lanes improve BRT speeds, travel times, and service reliability at low cost and with reduced impacts to traffic operations and capacity. Discussions with the City, City of Aurora, RTD and FTA about this concept early in the process will determine its viability and the potential opportunity to include it in the project definition.

Alternatively, other low-cost BRT-related improvements for consideration in the Aurora segment may include level boarding with off-board fare-payment at BRT stations, bus bulb-outs at BRT stations, transit signal priority (TSP) and queue jump lanes at intersections where congestion is occurring. Whatever the City of Aurora decides in terms of BRT infrastructure improvements or maintenance of mixed flow BRT operations with side stations, that segment of the corridor will be included in the final LPA and CIG project definition as appropriate to enhance the overall competitiveness of the project for FTA funding.

Task 3.3 Develop and Evaluate LPA Refinements including impact on traffic and parking

The Consultant will confirm the following technical considerations during the LPA confirmation/refinement efforts:

- Center-running dedicated BRT lanes
- Station locations to ensure reasonable access while providing sufficient spacing to optimize bus travel time
- BRT logical termini and transitions between dedicated lanes and BAT lanes or mixed flow operations in Aurora as appropriate
- BRT operations planning in concert with RTD to ensure optimum transit service
- BRT operations and maintenance (O&M) cost estimate
- Total fleet requirements and analysis of O&M facilities
- Traffic operations, safety and level of service
- Parking impacts and their resolution

Logical termini for the East Colfax BRT corridor may be defined as the Auraria Higher Education Campus and the Colfax Auraria light rail station on the west end and the Anschutz Medical Campus and the R line Colfax light rail station on the east end; this will be confirmed during this task. Capital improvements and refinements will be identified in each segment of the corridor: the east segment from I-225 to Yosemite Street; the central segment from Yosemite Street to Broadway; and the west

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segment from Broadway to I-25.

Task 3.4 Finalize LPA including Capital Improvements and Operations Plan

The Consultant will work with the City to finalize the LPA and project definition including the physical/capital improvements in each segment of the corridor as well as an operations plan.

Task 3.5 Review Final LPA with Committees, Stakeholders, and Public

The Consultant will work closely with the City, RTD, CDOT, corridor stakeholders and the community to finalize/confirm the LPA within the first three months of the project so it can be advanced through the FTA project development process. This will provide sufficient time for any additional technical analysis to be completed as well as focused community outreach to solicit feedback and confirm support for the LPA definition. The Consultant will work with City staff to ensure that the LPA will be confirmed with effective input from the appropriate stakeholders and the public in terms of refinements, and to establish a clear project definition for NEPA clearance and FTA consideration for a CIG. The Preliminary LPA is already included in the fiscally constrained 2040 metropolitan transportation plan. The Consultant will assist the City to coordinate with DRCOG to update the plan with the refined/finalized LPA project definition and cost estimate.

Task 3.6 Confirm LPA with Executive Leadership Team and City Council

The Consultant will work with the City's PM to confirm the final LPA with the ELT and City Council as appropriate.

Task 3 Deliverables:

- Refined/Confirmed Locally Preferred Alternative (LPA)

4. NEPA EVALUATION AND CIG DEFINITION

The Consultant's NEPA environmental approach will be thorough and efficient in conducting studies, documentation, and obtaining FTA approval. Given the potential FTA funding source, FTA environmental resource analysis procedures apply, rather than FHWA's. A systematic and interdisciplinary approach throughout the NEPA process will provide an accurate and comprehensive analysis of potential impacts, impact reduction or avoidance measures and required mitigation. The analysis will provide comparisons of the Build (project definition) and No Action alternatives.

Task 4.1 Purpose and Need Refinement and Class of Action Confirmation

Based on the extensive analysis completed to date and discussion among the various stakeholders, it is anticipated that an FTA CatEx will be the appropriate class of action for the project. Four options for three different tiers of improvements were evaluated in the 2019 NEPA review document. Task 3 will confirm the project definition upfront to avoid a rescoping of the project to a different clearance type (such as EA) or substantial rework later in the process. The Consultant will work with the City, RTD, CDOT and FTA to determine and confirm the appropriate course of action including preparing a draft FTA CatEx Worksheet and conducting a NEPA scoping meeting(s) with FTA, RTD and CDOT. The roles and responsibilities of each agency (RTD as a sponsoring agency, for example, and CDOT as cooperating agency) will be documented.

An updated statement of the project purpose and need will build upon the Colfax Corridor Alternatives Analysis (2018), but with new data and more recent public input.

Task 4.2 Alternatives Considered

The alternatives considered will include the No Action and Build alternatives. The Build alternative will be the Final LPA confirmed in Task 3. The Final LPA will serve as the CIG project definition and

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will include the alignment, station locations, operations plan assumptions and other elements to be vetted under the NEPA process. This will provide the basis for the preliminary engineering and environmental clearance efforts, as well as the capital and O&M cost estimates, and funding requirements.

Task 4.3 APE, Technical Studies and Resource Agency Coordination

The Resource Evaluation and Documentation section of the RFQ identifies environmental resources to be evaluated per FTA NEPA policy and procedures. Following NEPA scoping with FTA, CDOT and RTD, the Consultant will create an Existing Conditions summary of mapping and narrative by resource to help inform the project definition process and to identify resources that may be impacted by the BRT project. For reference, the resources in the table below were identified as key resources of concern in previous studies and which may require additional investigations and updating of findings. All resources identified by FTA as required for NEPA analysis will be evaluated to dismiss (if not present within the study area or clearly not affected by the project either directly or indirectly) or to carry forward for more detailed investigation. Coordination with resource agencies will be necessary to confirm the analysis approach, issue areas, and level of mitigation if warranted.

Historic resources known to be present within the study area will require substantial coordination with the SHPO to evaluate and clear through the federal Section 106 process. The multiple sequential steps of the Section 106 process could pose a risk to the project timeline. To maintain project momentum, the Consultant will assist the City with early coordination with the SHPO, to confirm of the APE and identification of potentially properties within the APE that are eligible or potentially eligible for the National Historic Register. The Consultant will map assessor data along with the corridor and rank potentially eligible properties by low, medium and high potential to be affected to help inform design decisions (even before full eligibility determination).

Key Environmental Resources of Concern

Air	Project-level air quality analysis	Need to update based on traffic modeling; may need to model intersections for carbon monoxide (CO) concentrations to determine if they are less than the National Ambient Air Quality Standards for CO.
Noise	Prior noise assessment identified potential for moderate impact	Update assessment based upon LPA (center running impacts likely to differ from past analysis).
Visual	Visual quality	Need to update the visual simulations consistent with the LPA and complete an FTA Visual Assessment.

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Historic	APE established in June 2016. Draft Report was completed in August 2016 for internal use and included Compass Database search for APE, historic context discussion, identification of parcels with structures older than 45 years, and photographs of potentially eligible features	Recommend starting SHPO coordination early in the planning phase for all stakeholder approval of Section 106 approach. Update the APE; update Draft Report; rank potentially eligible parcels as low, medium, high risk for adverse effects for design purposes; consider revised project approach to treat all potentially eligible parcels as eligible to enable the Section 106 process to focus on effects. Complete Section 4(f) evaluation of eligible historic properties based on identified effects.
Parks/Recreation	Facilities mapped and potential impacts identified	Confirm whether parks, trails and other recreation resources may be impacted; determine whether resources are considered Section 4(f) and/or Section 6(f) resources; identify and quantify impacts and mitigation.
Hazardous Materials	A database review and limited field reconnaissance survey were completed	New database analysis and determination of anticipated impacts and mitigation based on project definition that includes anticipated depth of disturbance.

Task 4.4 Environmental Consequences

The environmental consequences of each resource will be evaluated and documented. All analyses and materials previously developed will be included in the documentation.

Task 4.5 Environmental Document including Mitigation Plan and FTA Reviews as Lead Agency

Based on the previous analyses and studies, the Consultant will prepare a list of all impacts and develop an appropriate mitigation plan, along with next steps, to complete FTA approval of the NEPA CatEx process. This will include Draft and Final Documented CatEx documents with appropriate review periods by all parties and the general public, as well as the Administrative Record. The Consultant has a process by which to organize documents within one shared file structure so that it is organized efficiently through the process. This will include a system for “Draft” and “Final” versions per administrative record guidance and coordinate FTA review/approval.

Task 4 Deliverables:

- FTA CatEx Worksheet
- Memo/report summarizing the agency scoping process and initial resource evaluation to support the appropriate FTA NEPA clearance (assumed to be a documented CatEx)
- Draft and final Purpose and Need Statement/Project Justification
- FTA NEPA CatEx resource documentation and administrative record
- CIG Project Definition Process & Outcome documentation
- Resource reports and related documentation
- Comment/response documentation matrix
- NEPA CatEx decision document

5. FTA CIG PROJECT DEVELOPMENT AND RATING APPLICATION

This task incorporates RFQ Section 10 – Project Sponsorship since the letter to request entry to Project Development precedes all the preparation of materials to support project development and the actual Small Starts CIG rating application later in the process.

Task 5.1 Finalize Project Definition and Coordinate Project Sponsorship

As a first step the Consultant will coordinate with the City to work through the details of project sponsorship for entry into the FTA Project Development Phase including determination of the appropriate agency. The Consultant will analyze the best agency to serve as sponsor and primary contact with FTA through the CIG process. The result of this effort will be a memo summarizing the key considerations with a sponsorship recommendation, presumably with RTD. Since RTD is the FTA-designated recipient of federal funds, it will also be appropriate for RTD to serve as the sponsor for a Small Starts CIG rating application for the East Colfax BRT corridor at the suitable time in the project development process. The next step will be to establish a formal IGA that designates RTD as the sponsoring agency to prepare the letter to request entry into FTA Small Starts Project Development and to assist the City in the development and implementation of the project. The Consultant will work collaboratively with the City and RTD to develop an appropriate IGA that identifies clear roles and responsibilities to help avoid duplication of effort and conflicting activities. The Consultant will assist with presentation to the RTD Board of Directors if needed to execute the project sponsorship IGA.

Task 5.2 Prepare Letter Requesting Entry to Project Development

The Consultant will then prepare the draft letter requesting entry into Project Development for the confirmed LPA developed in Task 3; the City and RTD will finalize and submit the letter to FTA.

To evaluate the project's competitiveness for potential CIG funding, the Consultant will use an Excel spreadsheet that replicates the Small Starts application template with its evaluation criteria, breakpoints, and rating system. To qualify for FTA funding, a project must receive at least a Medium rating for Project Justification comprised of six equally weighted sub-criteria, and for Local Financial Commitment including three specific sub-criteria. The competitiveness evaluation helps to identify the strengths and weaknesses of a proposed project and its likelihood of receiving CIG funding. It also helps to identify opportunities to improve the project elements and rating, and thereby increase the likelihood of the project to receive a grant.

Task 5.3 FTA Meetings and Coordination thru Project Development

The Consultant will support the City in coordinating with the FTA for the Project Development and CIG grant processes and approvals including coordination with FTA Region VIII and Headquarters throughout the process.

Task 5.4 Prepare Small Starts Application

At the appropriate time in the project development process, the Consultant will work closely with the City and RTD to develop a strong application request for an FTA Small Starts rating for the project, intending to get the East Colfax BRT project included in FTA's Annual Report on Funding Recommendations, which further sets the stage for ultimate project funding and implementation. The FTA request for project evaluation and rating will be submitted in late August/early September 2021 to align with the federal budget cycle. This rating application will incorporate all the required elements, including the Small Starts templates and a Financial Plan. The Small Starts application will rely on outputs from the Simplified Trips-on-Project Software (STOPS) model to be prepared by RTD as described in Task 6.

To complete the Project Development phase, the Consultant will work with the City and RTD to complete sufficient engineering and design to develop a firm and reliable cost, scope and schedule

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for the project; identify non-CIG funding; assist with third party agreements; and meet other FTA readiness requirements.

Task 5 Deliverables:

- IGA for RTD (or alternate) sponsorship in collaboration with City and RTD
- Presentation for RTD Board (or alternate board) if needed
- Letter to FTA requesting entry to Project Development
- FTA Funding Competitiveness Evaluation
- Small Starts application

6. TRAVEL MODELING, SAFETY EVALUATION, RIDERSHIP AND TRAFFIC ANALYSIS

This task will address a variety of elements that are critical to finalize and confirm the LPA, analyze the optimum transit service plan and traffic operations configuration, support the FTA Project Development process and Small Starts application, and ensure a safe environment throughout the Colfax corridor.

Task 6.1 Travel Demand Modeling Methodology and Results

The first step will be for the Consultant to work with the City and DRCOG to determine the most appropriate and realistic traffic data for use in the analysis. Given the reduced travel in 2020 due to COVID, this will likely mean using the latest available (e.g., 2019) traffic count data (from previous studies) for current conditions and then forecasting future volumes based on expected changes in travel patterns and demand included in the regional model. If needed, targeted 24-hour counts and turning movement counts (TMCs) may be collected at key intersections for comparison with 2019 counts and factored accordingly.

The Consultant will work closely with the City, RTD and CDOT to develop a memorandum detailing the preferred traffic and transit modeling methodology. Future traffic volume forecasts will be developed for the Build and No Build scenarios for comparative analysis to help determine the level of service (LOS), traffic diversion, and safety issues to be addressed.

Task 6.2 Traffic Operations Analysis

Traffic congestion and diversion to adjacent streets occur today and may be expected to increase in the future with or without the project. The previous traffic study included in the Colfax Center-Running BRT Conceptual Design Report identified only minor additional diversion to adjacent streets due to BRT on Colfax with traffic impacts expected to be limited to a few intersections. The Consultant will provide an in-depth traffic operations analysis using a multi-resolution model to determine, with greater accuracy, the nature of and amount of diverting traffic to the surrounding areas. This approach will provide more precise information for identifying the areas in need of safety and operational improvements on Colfax and the parallel roadways. These improvements may include speed reduction and safety improvements (i.e., traffic calming), signal timing/optimization, extended or new turning lanes, and minimal capacity improvements through re-striping or minor curb/gutter relocation (all within existing ROW). The Consultant will identify impacts to vehicular and bus delay resulting from the increased pedestrian crossings to get to/from center-running BRT stations.

The basic outline of the process will be as follows:

- Get 2019 data/review existing data collected from previous analysis
- Travel Demand Model
- Traffic Analysis Methodology Memo
 - Finalize MOEs

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- Discuss calibration and validation values (TMCs, Streetlight, pre-existing data)
 - State software specs and other specs and details
- Collect additional data needed as identified in the steps above
- Conduct the Traffic Operations Analysis
 - 4 model runs
- Write the final traffic operations memo with recommendations

The Consultant will use appropriate modeling tools such as TransModeler which integrates a combination of traffic modeling tools including the FOCUS travel demand model, Synchro capacity analysis model and VISSIM micro-simulation model to carefully forecast and analyze the traffic operations for the center-running BRT scenario. The Consultant will prepare a traffic model analysis of the Colfax corridor, parallel routes and major cross streets between 13th and 18th Streets. This analysis will determine shifts in traffic movements, LOS throughout the corridor, accommodation of left-turn movements, and effects of traffic diversion to the parallel and connecting street network.

MOEs

The traffic analysis methodology will be able to produce these Measures of Effectiveness (MOEs):

- Intersection vehicle delay/LOS – for major intersections including arterial/arterial intersections and potentially some arterial/collector intersections
- Vehicle queue length – for critical movements at major intersections, for example the east-bound left turn (EBLT) at 14th Street & Colorado Boulevard
- Vehicle travel time – for street segments between major arterial intersections, for example 18th Street from York Street to Broadway
- Person-throughput (by mode) – what is the actual throughput of people by mode (not capacity) on Colfax Avenue and parallel streets in the study area?

Software Specifications

- For intersections on Colfax Avenue, a microsimulation tool capable of modeling center-running BRT with signal preemption/priority will be applied
- The microsimulation tool will be capable of modeling vehicle and bus interactions with people walking and biking, to the extent that modeling these interactions is important to producing the specified MOEs
- For intersections off Colfax Avenue, either deterministic or mesoscopic tools/models may be applied so long as the tools/models can produce the specified MOEs

Other Specifications

- Dynamic Traffic Assignment (DTA) will be applied to understand redistribution of traffic within the study area
- The base microsimulation model will be calibrated to CDOT model calibration targets
- While the focus of the traffic analysis will be on the peak hours, the traffic analysis methodology should account for the true demand volume in the study area and not just volume served during the peak hour

The Consultant will also prepare an analysis of on-street parking and the impacts of likely removal of some spaces to accommodate the center-running dedicated BRT lanes and station locations. The analysis will include overall supply/demand and utilization, as well as nearby off-street supply and mitigation of impacts.

Task 6.3 Analysis of Ridership Forecasts (by RTD)

Similarly, future transit ridership forecasts will be developed based on the service plan to be finalized

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in the first three months of the project. After confirmation of the final LPA and CIG project definition, RTD will prepare a STOPS model for this corridor analysis. This model will produce the outputs required for use in the Small Starts application template in the format required to obtain an FTA project rating, including ridership and vehicle miles traveled (VMT) reduction.

While RTD will be responsible for the travel demand modeling to obtain ridership and travel time savings data, the Consultant will work with RTD in the development of a ridership modeling approach that will provide meaningful results and assist RTD with summarizing metrics from the model. Specifically, RTD will:

- Perform network coding for the corridor (in support of developing ridership forecasts).
- Provide travel forecasts for the corridor, including VMT, transit trips and transit-dependent trips as required for FTA evaluation.
- Provide opening day and DRCOG horizon year (2040 or 2050, as appropriate) land use data sets and roadway networks in coordination with DRCOG.

Task 6.4 Safety Evaluation

The East Colfax BRT project is intended to improve safety in the corridor and support the City's Vision Zero campaign by increasing transit ridership, and by providing shorter pedestrian crossings with less exposure to vehicle traffic and reduction of conflicts. The Consultant will evaluate safety as part of the transit service plan, traffic operations, and multimodal movements through the corridor. This will include consideration of traffic diversion to adjacent parallel streets and the identification of means to minimize conflicts between vehicles and pedestrians/bicyclists.

The City and CDOT will provide crash data for the most current five-year period available and actual or estimated traffic volumes along the corridor and surrounding roadway network within the project limits. The Consultant will obtain roadway and intersection inventory data for the project extents of Colfax Avenue from previous studies and by conducting a corridor field review. The Consultant will calculate crash frequencies and crash rates, where historic traffic volume data are available. The Consultant will apply the Highway Safety Manual to perform crash analysis to determine contributing factors and potential safety countermeasures to reduce crash risk for all road users. Potential safety treatments would align with Denver's Vision Zero Action Plan and focus on reducing the severity of crashes and crashes involving pedestrians and bicyclists.

The Consultant will determine the average crash frequency for the baseline year and estimate the average crash frequency per the Highway Safety Manual's Predictive Method for a future year under the no build and build conditions. For the no build and build conditions, the City and CDOT will provide the Consultant with the number of driveways, the roadside fixed object density, bus stop daily boarding and alighting; and number of bus stops, presence of schools, and number of alcohol establishments within 1,000 feet of each signalized intersection. Available *Safety Performance Functions for Urban and Suburban Arterials* will be used for the analysis.

Task 6.5 First/Last Mile Analysis

The Consultant will conduct a first/last mile analysis to determine the level of pedestrian accessibility to/from each BRT station. This will include evaluation of sidewalk conditions and accessibility within ¼-mile radius of each station as well as crosswalk needs at signalized intersections where stations are located.

Task 6 Deliverables:

- Traffic modeling methodology memorandum
- Model calibration

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- Traffic modeling analysis and design recommendations
- Transit modeling analysis by RTD
- Model Report with inputs needed for FTA Project Rating by RTD
- Parking utilization, impacts and mitigation memo
- Safety Evaluation memo

7. PRELIMINARY ENGINEERING

The Consultant will prepare a preliminary engineering design package for the roadway, stations, passenger access routes, sidewalks, property conforms, and bike network integration, to help develop cost estimates and identify any right-of-way needed for the Project. The Consultant will complete preliminary design and within that limitation meet the Federal requirements for preliminary engineering for entry into the FTA Project Development phase of CIG, including refining the design to avoid or reduce environmental impacts identified in the previous study phases of the Project and including NEPA evaluation and FTA approval.

Task 7.1 Basis of Design Report

The Design Basis Report will document existing conditions, design methodology, and design criteria. Project decisions made during the LPA confirmation task will be recorded, and the project description will be consistent with the CIG project definition. The report will include proposed roadway design parameters based on applicable local, state, and federal guidelines, standards, and requirements for the corridor.

Task 7.1 Deliverables

- Basis of Design Report and attachments, draft for review
- Basis of Design Report and attachments, final, comments addressed

Task 7.2 Survey Control, Aerial Mapping, and Field Survey

Aerial mapping shall be prepared by the Consultant within the entire project limits (I-25 to I-225 and two blocks north and two blocks south of Colfax Avenue).

Topographic survey shall be prepared within the preliminary engineering limits (Civic Center/Broadway to Yosemite St and two blocks north and south of Colfax Avenue). The survey shall include break lines, topographic features, buildings, curbs and gutters, surface treatments, trees and substantial vegetation, utility covers and manholes, and aerial utilities.

Historic trolley tracks and brick-lined sewers shall be mapped based on existing City data. It assumed 20 potholes will be used to locate subsurface utilities and historical trolley tracks. Potential pothole locations will be determined during preliminary design and coordinated with the City.

A survey control map shall be prepared within the entire project limits (I-25 to I-225) and for topographic features within City right-of-way and two blocks north and two blocks south at intersections to include one-way pairs. The survey control map will also depict all the primary City horizontal control monuments that are near the project. The coordinate system for this project shall be based on the City's low distortion projection (CCD Local). A coordinate table shall be prepared for all the depicted monuments. The map shall be prepared in accordance with the Colorado Revised Statutes and shall additionally include a list of all maps or documents considered in preparing the survey. The list shall reference the recording, depositing,

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or identification information of each document. Additionally, this map shall include a documentation legend of all monuments describing the physical characteristics of the monument.

The recovery and/or reestablishment of range points and monuments is excluded from the scope of work.

Task 7.2 Deliverables

- Survey control map (pdf), draft for review (two draft submittals are assumed)
- Survey control map (pdf), final signed and sealed
- AutoCAD (dwg) and Microstation (dgn) files containing all survey and mapping data
- Color aerial photography for entire project limits, at a resolution appropriate for 1"=50' scale drawings
- Digital terrain model (dtm) for preliminary engineering limits (1' contours)

Task 7.3 Right of Way Mapping

The Consultant will research all relevant repositories and obtain recorded or existing mapping including but not limited to Subdivision Plats, Official City Resurveys, Land Survey Plats, Improvement Survey Plats, Right-of-Way Plans, Private Survey Notes, Range Point/Line Documents, and monumentation. The Consultant will collect accurate locations on all found monumentation controlling or supporting the location of the adjacent right-of-way or boundary lines for the subject properties. Documentation shall include all the monuments within the area of influence of the right-of-way line or subject properties sufficient to support the survey procedure being utilized to determine the rights-of-way or subject properties.

ROW plans and ownership maps are excluded from the scope of work.

Task 7.3 Deliverables

- AutoCAD (dwg) and Microstation (dgn) files containing all right-of-way information

Task 7.4 Utility Design Support

Preliminary utility design will take place along Colfax Ave, between Civic Center/Broadway and Yosemite Street in Denver. The Consultant shall determine current utility locations and identify potential relocations via aerial mapping, topographical survey, and collection of existing subsurface utility data, in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) and Colorado Senate Bill 18-167. SUE Quality Level B data acquisition (using electromagnetic (EM) induction, acoustic, and/or other geophysical technologies) shall be conducted at station locations. SUE Quality Level D information will be provided outside of the intersection/station limits. A 2D depiction (CADD) file of existing utility infrastructure will be provided. It is assumed 20 potholes (QL-A) will be required within the utility design limits. The collection of this data will provide a reliable qualified base map and data set data to support design development.

The Consultant will incorporate this data to develop utility plan sheets (less than 30% design level). Existing utilities will be called out on the drawings and summarized in the Utility Table.

Utility owner coordination/meetings to discuss abandonments and relocations are not

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included in the scope of work. As a result, the utility sheets will not show abandonments or proposed relocation linework.

Task 7.4 Deliverables

- Existing utility SUE Quality Level B, C, and D identification, cataloging, and labeling on sheets
- Utility Table will identify utilities that will require relocation and the following information:
 - Utility Owner
 - Utility/Facility Material (*dependent upon utility key mapping received*)
 - Alignment Stationing
 - BRT Station Location
 - Utility Design and relocation time frames by alignment station, BRT station location, and time frame for relocation start to finish

Task 7.5 Preliminary Engineering Design - Civil Drawing Package

The Consultant will complete the design and engineering tasks in compliance with the standards listed below. A hierarchy of applicable design standards will be developed and reviewed/approved by the City prior to start of preliminary design.

- APTA
- NACTO
- AASHTO
- MUTCD
- City and County of Denver Transportation Standards and Details
- City and County of Denver Traffic Engineering Services Standards
- RTD Bus Infrastructure Standard Drawings
- RTD Bus Infrastructure Design Guidelines and Criteria
- CDOT

A. Typical Sections

The Consultant will provide a typical section for each of the commonly found design sections within the corridor. Typical sections will not be to scale.

B. Cross Sections:

The Consultant will provide cross sections showing existing and proposed sections of the roadway inclusive of station and intersection areas. The cross sections will be cut every 50 feet showing proposed roadway, drainage, utilities, structures, and other predominant features. Aerial and street sections with proposed BRT stops cross sections will be cut from centerline of the street to the right of way line at the beginning and end of each proposed BRT bus station.

C. Plan and Profile

The Consultant will provide Plan and Profile at a scale that adequately demonstrates the existing site conditions and accurately conveys the design intent coincident with a level of design that is appropriate for NEPA clearance. It is anticipated the design drawings will be 50-scale, but the drawing scale will be confirmed with the City prior to plan production. The Plan and Profile sheets will at a minimum contain:

- Existing and proposed roadways, striping, intersections, right-of-way, storm drainage and culverts, ditches, direction of flow, structures, utilities, bus stops, driveways, cross streets, additional topography (e.g., signals, sidewalks, other significant features)
- Proposed roadway geometry
- Profile grades for any roadway and intersection improvements

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- Proposed drainage improvements including culverts, storm sewers, inlets, drainage ditches
- Proposed structures
- Proposed utility improvements/relocations
- BRT stations with anticipated components and accessible paths shown
- Existing and Proposed Bike routes
- Existing bus service and stops on intersecting streets
- Landscaping and green infrastructure areas

D. Soils

Existing soils information from within the Project area will be obtained by the Consultant and included in the information provided. Additional soil boring will not be required for PE purposes other than environmental evaluation.

E. Signalization

The Consultant will document modifications to the traffic signals to accommodate future BRT transit signal priority (TSP) or any other signal modifications as identified from the transportation operations analysis.

The Consultant will use CDOT bid items and provide the tabulated quantities for the following, on a sheet by sheet basis. The City will provide the Consultant a template for such bid items and cost estimates:

- Demolition of existing asphalt and concrete
- Concrete curbs, gutters, and other flatwork
- Concrete paving
- Asphalt paving
- Structural and earth backfill
- Structural components of stations
- Drainage improvements
- Landscaping
- Green Infrastructure
- Signing and Striping
- Pedestrian ramps and related equipment

Task 7.5 Deliverables

- Basis of Design Report
- Preliminary Engineering Design Drawing Package
- List/memo of anticipated Project Special specifications
- Design Memorandum summarizing constraints, issues, and anticipate deviations along with rationales for the next design phase.
- PDF files of all deliverable products

Task 7.6 Drainage Study and Report

The Consultant will conduct a drainage study using the drainage methodology used by Denver Wastewater Capital Projects Management. The Consultant will utilize historical information drainage and flooding data, existing hydrology reports (Upper Montclair MATT Memo) and memos to analyze basin flows and hydrology through the Project area. The Consultant will work with Denver Wastewater Capital Projects Management to coordinate the BRT-related drainage design with the design for a separate major drainage system that will be required between Glencoe St. and Kearny St. known as the E

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16th Ave System, Phase 3. The BRT drainage design work will also be coordinated with Phases 1 and 2 of the E 16th Ave System which are currently in design and may be considered as existing conditions. The drainage study will identify locations where inlets will be placed and conveyance provided to the existing drainage network and/or the proposed E 16th Ave System, Phase 3. Please note that where existing flooding cannot be practically mitigated within the scope extents of the project, the design will not further degrade the existing deficiencies.

Opportunities and technologies for green stormwater infrastructure will be identified in the draft study with candidate locations summarized.

Task 7.6 Deliverables

- Drainage Study and Report, draft for review
- Drainage Study and Report, final, comments addressed
- PDF files of all deliverable products

Task 7.7 Identify approvals and permits needed from local, State and Federal agencies

Task 7.7 Deliverables

- Approvals and Permits List

Task 7.8 Proposed Construction Schedule and Phasing Plan

Task 7.8 Deliverables

- Proposed construction schedule (duration, sequencing, and identification of neighborhood groups affected by construction)
- Proposed Phasing Plan

Task 7.9 Maintenance of Traffic Plan

A memo will be produced, discussing maintenance of traffic concepts and construction ideas to maintain mobility and business operations. Attachments may be included with the memo, but MOT drawings will not be produced.

Task 7.9 Deliverables

- MOT memo, draft for review
- MOT memo, final, comments addressed

Task 7.10 Urban/Station Design Layouts and Preliminary Design Package

The Consultant will create site plans that include the following components for the proposed BRT stations. It is anticipated the design drawings will be 50-scale, but the drawing scale will be confirmed with the City prior to plan production. The elements below will be addressed in the design. Station elements will be agreed upon by the project team during the Project.

- Grading
- Access paths to boarding areas
- Paving
- Bus bays

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- Boarding areas
- Bike access at and to station, and in parallel facilities
- Pedestrian access at and to station
- Directions and approximate distance to existing nearby transit stops
- Shelters/Canopies
- Lighting
- Utilities
- Landscaping areas
- Green infrastructure
- Right of way
- Signal infrastructure

The Consultant will provide the tabulated quantities for the following, on a sheet by sheet basis:

- IT infrastructure
- Cameras
- Fare collection
- Information kiosks
- Furniture
- Emergency call box

Task 7.10 Deliverables

- Preliminary Engineering Design Drawing Package
- List/memo of anticipated Project Special specifications
- Design Memorandum summarizing constraints, issues, and anticipate deviations along with rationales for the next design phase.
- PDF files of all deliverable products

Task 7.11 Corridor Branding and Art-in-Transit

An important aspect of the BRT guideway and station design is branding. This is the specialty of Jones-Worley, a CDOT-certified DBE firm and national expert in branding of all types of transit systems including BRT. Jones-Worley will work closely with the Consultant architects as well as the City, RTD and key stakeholders in creative brainstorming sessions to develop an overall branding message, naming, logo, artwork, color palette and style guide to be integrated with the station shelters/canopies wayfinding, bus stop signage, vehicle livery, and other aspects of the Colfax BRT. This effort will take into account the corridor history, styles and looks of the various neighborhoods and stakeholder engagement.

The Consultant will also identify opportunities to integrate art-in-transit, in line with the City's goals for the corridor. This could be part of the overall branding effort, stand-alone art, or art integrated into the station design.

Task 7.11 Deliverables

- Branding Recommendations Plan
- Art-in-Transit Recommendations

Task 7.12 Sustainability Evaluation Review/Technical Memorandum

The Consultant will conduct a sustainability gap analysis of the LPA/Preferred Alternative identified in

EXHIBIT A

the NEPA process using either INVEST or Envision as per Executive Order 123 Horizontal Infrastructure. Two workshops with project team members are assumed.

Task 7.12 Deliverables

- Sustainability Evaluation Review/Technical Memorandum, draft for review
- Sustainability Evaluation Review/Technical Memorandum, final

Task 7.13 Capital Cost Estimates

The Consultant will develop conceptual/preliminary project element cost estimates including appropriate contingencies based on the design plans developed in the previous tasks. The cost estimates will be based on City, RTD and CDOT bid items for related projects. These cost estimates will be included with all other project element cost estimates to identify the total CIG funding request. The project team will use the FTA Standard Cost Category (SCC) format to facilitate the Small Starts rating application process and FTA's review of the project.

Task 7.13 Deliverables

- Cost estimate, draft for review
- Cost estimate, final

Task 7.14 Cost Effectiveness Technical Memorandum

Per FTA requirement, the Consultant will compute the cost-effectiveness of the LPA as a measure of the annualized capital federal share of the project divided by the annual number of trips using the project. Travel trip data will be calculated in Task 6.0 Travel Modelling.

Task 7.14 Deliverables

- Cost Effectiveness technical memorandum

8. FINANCIAL/FUNDING ANALYSIS AND SUPPORT

In terms of financial planning, the ultimate success of a project is rooted in a comprehensive understanding of financial requirements. Capital and operating costs must be matched with potentially available revenues within a detailed financial plan that includes examining revenue sources, financing arrangements, and partnering opportunities. The Consultant will work closely with the City and local, state and federal stakeholders to explore these options and identify various funding sources, mechanisms, and levels that could support the preferred transit improvements in the East Colfax BRT corridor.

As a first step, the Consultant will prepare documentation for the City's use of: 1) project capital and O&M costs consistent with the City's financial models and 2) project benefits consistent with the needs of the grant or other funding program identified.

Task 8.1 Develop and Evaluate Alternative Funding Options

To understand the optimal combination of local and federal funding sources, the Consultant will assess a broad range of options, building on regional and national experience within the Metro Denver region as well as nationally. The Consultant will generate evaluation criteria to vet the options and, in conjunction with the City, provide a recommended set of potential sources for implementation.

The Consultant will identify peer project approaches and identify alternative or non-traditional

EXHIBIT A

funding and financing strategies, specifically peer BRT project funding structures and approaches. The effort will be specific to BRT, based upon actual project results, and not represent an off-the-shelf, generic analysis. The Consultant will prepare a Funding and Financing Strategies Report of these peer approaches and include a matrix of funding opportunities and constraints based on these peer approaches and traditional approaches. The Consultant will also identify, develop and include alternative or non-traditional funding and financing strategies and include these in the Report and matrix. Phased project funding and implementation will be considered in all approaches. Of particular interest will be districts along the corridor, both in the City as well as the City of Aurora. Tax Increment Financing (TIF) can be one of the most effective tools that cities and transportation authorities can use to capture the value created by the transit improvements. Given that the new BRT will improve mobility in the corridor, it will inherently increase market value. As market values on existing improvements increase, and as developers seek opportunity for new projects along the corridor, the TIF can capture the incremental increase in value and translate that into debt service for bonds issued to finance the BRT. Former and current clients of the Consultant include the Aurora Urban Renewal Authority and the Denver Urban Renewal Authority. The Consultant is familiar with the criteria and decision-making process that the staff and boards use as they consider new URA districts. The Consultant will also engage the Denver Economic Development Office (DEDO) to identify other funding opportunities tied to new development along the corridor. The Consultant will identify the best combination of local, state, federal and other sources to allow the City to advance the Colfax BRT project.

The Consultant will support the City and stakeholders in prioritizing and assessing identified funding opportunities as documented in the Funding and Financing Strategies Report. This effort will include a meeting or meetings with the City's Finance and Planning staff to prioritize the most promising approaches and prepare supporting materials for presentation at meetings with stakeholders and to the Mayor's Office and City Council.

Task 8.2 Develop Financial Plan per FTA Requirements

The Consultant will assist in the development of a Financial Plan. This plan will serve as the basis for developing the local funding match for the FTA Capital Investment Grant. This task will require working with the City's Budget Management Office (BMO) and the Mayor's Office as well as the project partners.

In terms of local funding for match of a potential FTA CIG, \$55 million in funding for East Colfax BRT is included in the Elevate Denver Bond Program approved by voters in 2017. Since the preliminary cost estimates for the full vision for East Colfax BRT are greater than \$55 million, the City's path forward is to leverage the bond funding – and additional dollars from other sources – as match dollars for upcoming grant opportunities, particularly the FTA Small Starts program. Voters also included \$20 million for pedestrian safety and streetscape improvements on Colfax Avenue in the Elevate Denver Bond program. These funds will provide permanent improvements including medians, curb extensions, and enhanced crosswalks at key intersections and deliver streetscape improvements such as furniture, trees and lighting in the Bluebird and Mayfair BIDs.

Task 8.3 Support Preparation of Intergovernmental/Funding Agreements

Based upon the efforts in Tasks 8.1 and 8.2 above, the Consultant will support and facilitate the City in its efforts to coordinate with other agencies to secure funding. The Consultant will assist the City to develop and negotiate intergovernmental/funding agreements with the various agencies to meet the project's local funding share for construction and subsequent operation and maintenance.

Task 8 Deliverables:

EXHIBIT A

- Funding Analysis Report
- Financial Plan per FTA requirements
- Intergovernmental/funding agreements as negotiated by the various agencies to meet the project's local funding share for construction and for subsequent operations and maintenance.

EXHIBIT B

ATTACHMENT 2

CONSULTANT TEAM MEMBERS

Prime Consultant: Parsons Transportation Group Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Administrative Assistant	Administration	\$ 93.00
Architect	Architecture	\$117.00
Associate Engineer - Civil	Civil Design	\$ 93.00
Associate Engineer - Structural	Structural Design	\$111.00
Associate Landscape Architect	Landscape Architecture	\$ 76.00
Associate Planner	Urban Planning/Mobility	\$ 99.00
CADD Designer/Technician	Design Support	\$ 90.00
CADD Manager	Design Support Oversight	\$216.00
Construction Engineer	Construction Inspection	\$108.00
Construction Inspector	Construction Inspection	\$117.00
Construction Manager	Construction Inspection Oversight	\$277.00
Discipline Lead (Civil)	Civil Design Lead	\$248.00
Discipline Lead (Environmental)	Environmental Planning Lead	\$198.00
Discipline Lead (MOT)	Maintenance of Traffic (MOT) Lead	\$248.00
Discipline Lead (Structures)	Structural Design Lead	\$219.00
Discipline Lead (Utilities)	Utility Coordination Lead	\$236.00
Engineer I - Civil	Civil Design	\$120.00
Engineer I - Structural	Structural Design	\$125.00
Engineer II - Civil	Civil Design	\$140.00
Engineer II - Structural	Structural Design	\$146.00
Environmental Planner I	Environmental Planning	\$125.00
Graphic Designer	Public Outreach Support	\$146.00
Landscape Architect I	Landscape Architecture	\$117.00
Landscape Architect II	Landscape Architecture	\$146.00
Landscape Architect Manager	Landscape Architecture Oversight	\$201.00
Planner	Urban Planning/Mobility	\$131.00
Principal CADD Designer	Design Support	\$140.00
Principal Engineer	Civil/Structural Design	\$166.00
Principal Landscape Architect	Landscape Architecture	\$163.00
Principal Planner	Urban Planning/Mobility	\$172.00
Principal Project Manager	Project Oversight	\$294.00
Project Controls	Scheduling Support	\$111.00
Project Manager	Project Oversight	\$219.00
Quality Manager	Quality Assurance	\$184.00
Senior Administrative Assistant	Administration	\$111.00
Senior Construction Inspector	Construction Inspection	\$154.00
Senior Engineer	Civil/Structural Design	\$120.00
Senior Project Engineer	Project Oversight	\$227.00
Senior Project Manager	Project Oversight	\$292.00

EXHIBIT B

Title/Classification	Responsibilities	Rate/Hr.
SME - Innovative Contracting	Innovative Contracting	\$379.00
SME - Program Management Advisor	Program Management	\$292.00
SME - Risk Management	Risk Management	\$437.00
SME - Transit	Transit Planning Expertise	\$364.00
Structural Manager	Project Oversight	\$248.00
Subject Matter Expert (SME) - Claims	Claims Expertise	\$379.00
Technical Writer	Technical Writing/Editing Support	\$117.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.65.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Prime Consultant: Parsons Transportation Group Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: AECOM Technical Services, Inc.

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

Title/Classification	Responsibilities		Rate/Hr.
Principal	Provides senior-level client contact and services. Is ultimately responsible for team performance.	1	\$230
		2	\$250
		3	\$270
Senior Project Manager	Plans and manages the project delivery process for large or complex projects.	1	\$205
		2	\$220
		3	\$245
		4	\$270
Project Manager	Plans and manages the project delivery process for projects. Serves as a senior professional on project teams.	1	\$145
		2	\$165
		3	\$185
		4	\$195
Engineer/Planner	Prepares design criteria and design analysis reports, develops contract documents (plans and specifications), develops opinions of cost, assists in pre-bid meetings, assists in contractor procurement and interfaces with clients.	1	\$85
		2	\$95
		3	\$105
		4	\$115
		5	\$125
		6	\$145
		7	\$165
		8	\$180
		9	\$200
Consultant	Conducts advisory analysis and consulting services using professional services such as economics, modeling, risk and financial analysis.	1	\$135
		2	\$160
		3	\$185
		4	\$210
Project Assistant	Performs technical-level services involving the preparation of project deliverables (ADD or word processing), graphics, and project accounting.	1	\$55
		2	\$65
		3	\$75
		4	\$85
		5	\$95
		6	\$105
		7	\$120
		8	\$135

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: AECOM Technical Services, Inc.

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

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

Actual Costs

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: ArLand LLC DBA ArLand Land Use Economics

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.05 / each
Copies (8 1/2 x 14")	\$.05 / each
Red-line copies	\$ / S.F.
Reproducibles	\$ / page

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Connetics Transportation Group, Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Economic & Planning Systems, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Managing Principal	Economic Analysis Principal-in-Charge. Oversee the development of the funding and financing strategy.	\$240
Senior Associate	Economic Analysis Project Analyst. Identify potential revenue sources, estimate proceeds, and develop criteria for team evaluation.	\$155

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Economic & Planning Systems, Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Fehr & Peers

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project oversight, report review, QA/QC of technical analysis and deliverables	\$225
Senior Associate	Project management, report preparation, QA/QC of technical analysis and deliverables	\$200
Associate	Project management, report preparation, QA/QC of technical analysis and deliverables	\$175
Senior Engineer/Planner	Project management, technical memorandum preparation, analysis and deliverable preparation	\$150
Engineer/Planner	Project management, data collection, analysis and deliverable preparation	\$130
Intern	Data collection and analysis	\$95
Senior Technician	Analysis, CAD, design preparation, design review	\$175
Technician	Analysis, CAD, design preparation	\$145
Senior Administrative Assistant	Subconsultant/vendor management, project setup, project accounting, graphics	\$125
Administrative Assistant	Project setup, project accounting	\$90

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Fehr & Peers

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.10 / each
Copies (8 1/2 x 14")	\$.15 / each
Red-line copies	\$.15 / S.F.
Reproducibles	\$.10 / page

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: GBSM

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
President	Directs all aspects of the firm's operations	\$185
Principal	Directs all aspects of the firm's operations	\$185
Project Manager III	Leads and reviews technical work	\$150
Project Manager II	Leads and reviews technical work	\$135
Project Manager I	Leads and reviews technical work	\$125
Landscape Architect (Principal)	Leads and reviews technical work	\$175
Landscape Architect III	Leads and reviews technical work	\$150
Landscape Architect II	Leads and reviews technical work	\$130
Landscape Architect I	Leads and reviews technical work	\$110
Designer III	Completes technical work under direction of a PM/LA	\$115
Designer II	Completes technical work under direction of a PM/LA	\$110
Designer I	Completes technical work under direction of a PM/LA	\$100
CAD II	Completes technical work under direction of a PM/LA	\$100
CAD I	Completes technical work under direction of a PM/LA	\$80
Administrator	Bookkeeping and general administration	\$110
Administrative Assistant	General administration	\$80

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Goodbee & Associates, Inc.

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: H.C. Peck & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; acquisition of property rights; business and residential relocations	162
Sr. Project Manager	Day to day project management; acquisition, relocation	138
Project Manager	Day to day project management; acquisition; relocation	128
Sr. ROW Agent	Acquisition; relocation	116
ROW Agent III	Acquisition; relocation	105
ROW Agent II	Acquisition; acquisition support; relocation	92
ROW Agent I	Acquisition support	82
Admin/Support Staff	Acquisition and relocation support	69
Title Staff	Title research; title commitments	132

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: H.C. Peck & Associates, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.25/ each
Copies (8 1/2 x 14")	\$0.25/ each
SKLD document copies	\$3.75/each
Red-line copies	\$_____/ S.F.
Reproducibles	\$_____/ page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: HCL Engineering & Surveying, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Director of Surveying	Responsible for survey project management and maintaining budget and schedule	160.00
Senior Project Surveyor	Increased level of responsibility of onsite survey and/or CAD drafting from Project Surveyor	130.00
Project Surveyor	Intermediate- level surveyor	110.00
Senior CAD Technician	Senior-level CAD drafting	110.00
CAD Technician	Intermediate-level CAD drafting	90.00
Utility locator	Locate and mark utilities	95.00
Party Chief	Responsible for all aspects of field survey and quality control	135.00
Instrument Operator	Early career surveyor subject to supervision by Party Chief	30.00
Principal	Oversee survey project as necessary	225.00
Project Engineer	Utility plan stamping, and needed civil engineering services or oversight	125.00

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: HCL Engineering & Surveying, LLC

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Iron Horse Architects

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

Title/Classification	Responsibilities	Rate/Hr.
Chief Design Officer	Architect with a thorough knowledge of architecture who develops design standards and supervises design across the company	275.00
Senior Administrator	Oversees all administrative management of architectural projects	250.00
Principal	Architect with a thorough knowledge of architecture who develops design standards and supervises a design department	250.00
Senior Project Manager	Handles projects of the largest magnitude. Oversees and coordinates project efforts in order to ensure effective execution	225.00
Architect	Licensed architect who applies architecture principles and practices in a broad array of assignments and related fields.	175.00
Project Manager	Manages multiple small/medium projects, coordinates all aspects of assigned projects, and estimates scope of work	150.00
BIM Manager	Responsible for BIM and the digital Construction procedures at the design, construction and closeout stages of a project.	150.00
Jr. Architect	These newly licensed design professionals apply sound and diverse knowledge of architecture principles and practices in a broad array of assignments.	125.00
Job Captain	Unlicensed design professional, uses independent judgement in design evaluation, selection and modification	115.00
Project Administrator	Project Administrator plays a crucial role in the overall success of architectural projects, provides high level administrative support.	95.00
Architectural Intern	Full Time, entry level position, works from the design of others and performs routine architectural assignments.	85.00

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Iron Horse Architects

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

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

Actual Costs

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

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Jones Worley Design, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Program Principal	Quality Control, client relations and contract matters	\$324.23
Strategist	Strategy development, client relations	\$121.59
Account Executive	Executes assignments surrounding client initiatives	\$ 94.57
Account Coordinator	Internally coordinates details of client initiatives	\$ 47.28
Project Manager	Quality control, manages initiatives with client team and internal team	\$117.70
Sr. Graphic Designer	Creative direction and concepting	\$101.32
Art Director	Creative concepting and development	\$ 62.31
Graphic Designer	Creative development	\$ 48.63
Project Accountant	Manages project administration	\$ 67.55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.81.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Jones Worley Design, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies/Prints (8 1/2 x 11")-Black & White	\$ <u>.08</u> / each
Copies/Prints (8 1/2 x 11")-Color	\$ <u>.16</u> / each
Copies/Prints (8 1/2 x 14")-Black & White	\$ <u>.10</u> / each
Copies/Prints (8 1/2 x 14")-Color	\$ <u>.20</u> / each
Red-line copies-Black & White	\$ <u>1.00</u> / S.F.
Red-line copies-Color	\$ <u>1.50</u> / S.F.
Reproducibles	\$ <u>2.00</u> / page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: MIG, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall management; resource allocation; thought leadership; planning and urban design vision; quality assurance and quality control	\$235
Senior Project Manager	Oversee day-to-day scope, budget and schedule; lead communication with other team members; planning and urban design supervision	\$155
Project Manager	Assist with day-to-day project management and coordination; Prepare progress reports and invoices; participate in updates to schedule and development of critical path tasks and milestones	\$135
Senior Project Associate	Lead project tasks with supervision and guidance from Principal and Project Managers	\$105
Associate	Contribute to project tasks with assistance from Senior Project Associates and supervision and guidance from Principal and Project Managers	\$90
Civil Engineer	Lead Civil Engineering tasks related to utilities and grading; Provide guidance on details and specs for urban design	\$185
Executive Assistant	Scheduling, invoicing, travel arrangements; copy editing; duplication and scanning	\$105
Project Assistant	Assist with scheduling, invoicing, travel arrangements; copy editing; duplication and scanning	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.3.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: MIG, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$0.25</u> / each
Copies (8 1/2 x 14")	<u>\$0.50</u> / each
Red-line copies	<u>\$ 1.00</u> / S.F.
Reproducible	<u>\$ N/A</u> / page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: OV Consulting, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$175
Project Manager	Project Management, Transportation Planning, Transportation Engineering	\$160
Senior Engineer	Transportation Engineering	\$145
Engineer II	Transportation Engineering	\$130
Engineer II	Transportation Engineering	\$115
Senior Planner	Transportation Planning	\$140
Planner II	Transportation Planning	\$120
Planner I	Transportation Planning	\$110
GIS Analyst	GIS, Data Review	\$90
Graphic Designer	Graphic design, meeting materials, web-based materials	\$90
CAD Technician	CAD Drafting	\$90
Clerical/Administrative	Word processing & administrative organization	\$70
Data Collection Technician	Collect field data	\$35
Intern	Varying support tasks	\$30

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: OV Consulting, LLC

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each Black/White, \$0.85 each color
Copies (11 x 17")	\$ <u>1.70</u> / each
Large format plotter printers	\$ <u>5.00</u> / S.F.
Reproducibles	\$ _____ / page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer/Scientist	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on engineering, planning, NEPA evaluations, air quality, noise, biology, geology, chemistry, and environmental science.	\$205
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$180
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$163
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 150
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, 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/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$125
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$115
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$99
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$98
Project Assistant	Maintain Field Equipment, Data Management	\$86
Word Processing, Clerical	Word Processing, Clerical	\$67

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.01 .

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Pinyon Environment, Inc.

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

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

Actual Costs:

EXPENSE OR SERVICE	RATE	BILLING RATE
Dual Interface Probe	day	\$70.00
Groundwater level indicator	day	\$30.00
Photoionization Detector / FID or similar	day	\$75.00
Automated Samplers, Monitors, and Data Loggers	day	\$100
PID / FID / multi gas meter (or similar)	day	\$75.00
Groundwater sampling kit	day	\$201.00
Soil Sampling kit	day	\$315.00
Field Visits (General Projects [e.g., Phase I ESA])	Day	\$50.00
Field Visits (Wetland/Biology)	Day	\$50.00
Soil Logging (During Drilling)	Boring	\$105.00
Monitoring Well Development	Well	\$55.00
Monitoring Well Sampling	Well	\$67.00
Asbestos Sampling Kit (Building Inspections)	Day	\$45.00
Asbestos Air Monitoring Kit	Day	\$110.00
Pass Through Rate – Subcontractor Costs and Management		
All Subcontracted Services	Cost	Cost
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Bonding Rate	2.2%	

Other potential reimbursables will be shown on specific task orders, to be approved by the City.

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: PK Electrical, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal / Engineer of Record	Oversees entire project, manages clients, provides QA/QC reviews.	\$225.00
Engineering Manager	Engineer in charge of design, standards, requirements, project management staff, and attends client meetings.	\$190.00
Senior Project Engineer	Engineer responsible for technical aspects of project, code reviews, oversees junior engineers and designers.	\$185.00
Senior Project Manager	Assists Project Engineer, manages staff, resources, schedule, budget	\$175.00
Electrical/Technology Designer	Designs low voltage systems, lighting and power systems, edits specifications	\$150.00
Fire Alarm Engineer / Designer	Design of fire alarm, mass notification, v-evac systems, and specifications	\$165.00
Technology Manager	Manages designers and designs for low voltage systems (DATA/voice, A/V, security, CCTV, infrastructure systems)	\$185.00
Bookkeeper / Accounting	Finance accounts manager / bookkeeping	\$100.00
Electrician / Field Technician / Designer	Assists in designs, performs field investigations and site surveys	\$150.00
Production / BIM Manager	Manages production department and staff, assigns work, maintains drafting standards and drafting software	\$125.00
Drafter	Microstation, BIM, CAD drafting and production	\$95.00
Admin	Filing, document control, spec editing, general tasks	\$80.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.4812.

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: PK Electrical, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Black & White Copies (8 ½ x 11")	\$.06 / each
Color Copies (8 ½ x 11")	\$.30 / each
Black & White Copies (8 ½ x 14")	\$.11 / each
Color Copies (8 ½ x 14")	\$.60 / each
Black & White Copies (11 x 17")	\$.12 / each
Color Copies (11 x 17")	\$.60 / each
Red-line copies	\$.75 p / S.F.
Reproducibles	\$ 2.25 p / S.F.
File processing fee for CAD drawings	\$.20 / each

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Y2K Engineering, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Engineering Intern / Intern	Planning and Transportation Engineering Support	\$50.00
Engineering Designer / EIT I	Planning and Transportation Engineering Support	\$80.00
Sr. Engineering Designer / EIT II	Planning and Transportation Engineering	\$110.00
Sr. Designer / CAD/GIS Technician III	CAD Drafting	\$110.00
Project Engineer / Project Engineer, Level II	Transportation Planning and Engineering	\$135.00
Sr. Traffic Engineer / Project Engineer, Level III	Transportation Planning and Engineering	\$165.00
Sr. Traffic Engineer / Project Engineer, Level IV	Transportation Planning and Engineering	\$190.00
Sr. Project Manager / Sr. Project Manager I	Civil Engineering and Project Management	\$190.00
Principal / Sr. Project Manager II	Transportation Planning and Engineering, Project Management	\$220.00

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

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Y2K Engineering, LLC.

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

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

Actual Costs

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

Colfax Avenue BRT final budget

8/18/2020

	Parsons	AECOM	Arland	Connetics	EPS	Fehr & Peers	GBSM	Goodbee	HC Peck	HCL	Iron Horse	Jones Worley	MIG	OV	Pinyon	PK	Y2K	Total	% of total	
Task 1 Project Management, Administrative Tasks and Agency Coordination	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,000	7%	
Task 1.1 Project Management incl. PMP, sub mgmt., QA/QC, schedule, and budget control	\$ 180,000																	\$ 180,000	4%	
Task 1.2 Administrative Tasks, incl. meeting notes, monthly progress/invoices	\$ 60,000																	\$ 60,000	1%	
Task 1.3 Agency Coordination/Technical Advisory Committee Meetings (quarterly)	\$ 120,000																	\$ 120,000	2%	
Task 2 Public Information/Engagement	\$ 135,000	\$ 20,000	\$ -	\$ -	\$ 2,000	\$ 18,000	\$ 245,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420,000	9%	
Task 2.1 Public Involvement Plan	\$ 5,000						\$ 15,000											\$ 20,000	0%	
Task 2.2 Stakeholder Coordination (quarterly)	\$ 50,000	\$ 10,000			\$ 2,000	\$ 3,000	\$ 50,000											\$ 115,000	2%	
Task 2.3 Public Involvement and Comment (quarterly)	\$ 80,000	\$ 10,000				\$ 15,000	\$ 180,000											\$ 285,000	6%	
Task 3 Alternatives Analysis/LPA Confirmation	\$ 55,000	\$ 45,000	\$ 10,000	\$ 40,000	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	4%	
Task 3.1 Review Alignment and Project Definition	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000		\$ 5,000							\$ 5,000					\$ 40,000	1%	
Task 3.2 Determine BRT Definition for Aurora Segment	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ -							\$ 5,000					\$ 30,000	1%	
Task 3.3 Develop and Evaluate LPA Refinements incl. impact on traffic and parking	\$ 10,000	\$ 10,000		\$ 10,000		\$ 25,000												\$ 55,000	1%	
Task 3.4 Finalize LPA including capital improvements and operations plan	\$ 10,000	\$ 10,000		\$ 20,000		\$ 5,000							\$ 5,000					\$ 50,000	1%	
Task 3.5 Review Final LPA with Committees, Stakeholders, and Public	\$ 10,000	\$ 10,000																\$ 20,000	0%	
Task 3.6 Confirm LPA with Executive Leadership Team and City Council	\$ 5,000																	\$ 5,000	0%	
Task 4 NEPA Evaluation and CIG Definition	\$ 100,000	\$ 131,000	\$ 12,800	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 10,000	\$ -	\$ 134,500	\$ -	\$ 25,000	\$ 448,300	9%	
Task 4.1 Purpose and Need Refinement and Class of Action Confirmation	\$ 10,000	\$ 10,000													\$ 10,000			\$ 30,000	1%	
Task 4.2 Alternatives Considered	\$ 40,000	\$ 35,000	\$ 5,000	\$ 15,000							\$ 10,000		\$ 5,000		\$ 40,000			\$ 150,000	3%	
Task 4.3 APE, Technical Studies and Resource Agency Coordination	\$ 20,000	\$ 30,000	\$ 7,800								\$ 10,000		\$ 5,000		\$ 45,000		\$ 25,000	\$ 142,800	3%	
Task 4.4 Environmental Consequences	\$ 20,000	\$ 31,000													\$ 29,500			\$ 80,500	2%	
Task 4.5 Environmental Document incl. Mitigation Plan and FTA Reviews as Lead Agency	\$ 10,000	\$ 25,000													\$ 10,000			\$ 45,000	1%	
Task 5 FTA CIG Project Development and Rating Application	\$ 140,000	\$ 30,000	\$ 17,000	\$ 25,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 217,000	4%	
Task 5.1 Finalize Project Definition and Coordinate Project Sponsorship	\$ 30,000	\$ 5,000		\$ 5,000		\$ 5,000												\$ 45,000	1%	
Task 5.2 Prepare Letter Requesting Entry to Project Development	\$ 20,000	\$ 5,000																\$ 25,000	1%	
Task 5.3 FTA Meetings and Coordination through Project Development	\$ 30,000	\$ 5,000																\$ 35,000	1%	
Task 5.4 Prepare Small Starts Application	\$ 60,000	\$ 15,000	\$ 17,000	\$ 20,000														\$ 112,000	2%	
Task 6 Travel Modeling, Ridership and Traffic Analysis, and Safety Evaluation	\$ 170,000	\$ -	\$ -	\$ 35,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 88,500	\$ 388,500	8%
Task 6.1 Travel Demand Modeling Methodology and Results	\$ 30,000			\$ 10,000		\$ 15,000												\$ 55,000	1%	
Task 6.2 Traffic Operations and Parking Analysis	\$ 40,000					\$ 15,000											\$ 43,500	\$ 98,500	2%	
Task 6.3 Analysis of Ridership Forecasts (by RTD)	\$ 30,000			\$ 25,000		\$ 10,000												\$ 65,000	1%	
Task 6.4 Safety Evaluation	\$ 40,000					\$ 15,000							\$ 20,000				\$ 45,000	\$ 120,000	2%	
Task 6.5 First/Last Mile Analysis	\$ 30,000					\$ 20,000												\$ 50,000	1%	
Task 7 Preliminary Engineering	\$ 1,020,000	\$ 150,000	\$ -	\$ -	\$ -	\$ 14,800	\$ -	\$ 200,000	\$ 49,800	\$ 285,000	\$ 129,800	\$ 117,500	\$ 24,800	\$ 54,800	\$ -	\$ 49,800	\$ 50,000	\$ 2,146,300	44%	
Task 7.1 Basis of Design Report	\$ 30,000																	\$ 30,000	1%	
Task 7.2 Survey Control, Aerial Mapping and Field Survey	\$ 30,000									\$ 285,000								\$ 315,000	6%	
Task 7.3 Right of Way Mapping	\$ 30,000								\$ 49,800									\$ 79,800	2%	
Task 7.4 Utility Coordination	\$ 40,000						\$ 200,000											\$ 240,000	5%	
Task 7.5 Preliminary Engineering Design - Civil Drawing Package - 50' scale	\$ 350,000	\$ 70,000				\$ 14,800										\$ 25,000	\$ 50,000	\$ 509,800	10%	
Task 7.6 Drainage Study and Report	\$ 80,000													\$ 39,800				\$ 119,800	2%	
Task 7.7 Identify approvals and permits needed from local, State and Federal agencies	\$ 40,000																	\$ 40,000	1%	
Task 7.8 Proposed Construction Schedule and Phasing Plan	\$ 50,000																	\$ 50,000	1%	
Task 7.9 Maintenance of Traffic Plan	\$ 50,000																	\$ 50,000	1%	
Task 7.10 Urban/Station Design Layouts and Preliminary Design Package - 50' scale	\$ 120,000	\$ 70,000								\$ 129,800		\$ 24,800				\$ 24,800		\$ 369,400	8%	
Task 7.11 Corridor Branding and Art-in-Transit	\$ 20,000										\$ 117,500							\$ 137,500	3%	
Task 7.12 Sustainability Evaluation Review/Technical Memorandum	\$ 50,000												\$ 15,000					\$ 65,000	1%	
Task 7.13 Capital Cost Estimates	\$ 80,000	\$ 10,000																\$ 90,000	2%	
Task 7.14 Cost Effectiveness Technical Memorandum	\$ 50,000																	\$ 50,000	1%	
Task 8 Financial/Funding Analysis and Support	\$ 135,000	\$ 10,000	\$ 10,000	\$ -	\$ 127,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282,800	6%	
Task 8.1 Develop and Evaluate Alternative Funding Options	\$ 45,000		\$ 10,000		\$ 77,800													\$ 132,800	3%	
Task 8.2 Develop Financial Plan per FTA Requirements	\$ 45,000	\$ 10,000			\$ 30,000													\$ 85,000	2%	
Task 8.3 Support Preparation of Intergovernmental/Funding Agreements	\$ 45,000				\$ 20,000													\$ 65,000	1%	
Labor Budget	\$ 2,115,000	\$ 386,000	\$ 49,800	\$ 115,000	\$ 129,800	\$ 147,800	\$ 245,000	\$ 200,000	\$ 49,800	\$ 285,000	\$ 149,800	\$ 117,500	\$ 49,800	\$ 74,800	\$ 134,500	\$ 49,800	\$ 163,500	\$ 4,462,900	92%	
ODC's	\$ 25,000	\$ 14,500	\$ 200	\$ 2,500	\$ 200	\$ 200	\$ 8,000	\$ 200	\$ 200	\$ 600	\$ 200	\$ 2,500	\$ 200	\$ 200	\$ 500	\$ 200	\$ 1,500	\$ 56,900	1%	
Additional Services (if required)	\$ 340,000																	\$ 340,000	7%	
Reimbursable Expenses	\$ 10,000																	\$ 10,000	0%	
Total Budget	\$ 2,140,000	\$ 400,500	\$ 50,000	\$ 117,500	\$ 130,000	\$ 148,000	\$ 253,000	\$ 200,200	\$ 50,000	\$ 285,600	\$ 150,000	\$ 120,000	\$ 50,000	\$ 75,000	\$ 135,000	\$ 50,000	\$ 165,000	\$ 4,869,800	100%	
	47.3%	8.9%	1.1%	2.6%	2.9%	3.3%	5.6%	4.4%	1.1%	6.3%	3.3%	2.7%	1.1%	1.7%	3.0%	1.1%	3.7%	100%		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2020

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

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

PRODUCER LIC #CA 0C19812 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906	1-816-960-9000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: RiskManagement.Parsons@parsons.com	FAX (A/C, No):
INSURED Parsons Transportation Group Inc. 100 M Street SE, Suite 1200 Washington, DC 20003-3515		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445
		INSURER B: AMERICAN HOME ASSUR CO	19380
		INSURER C: NEW HAMPSHIRE INS CO	23841
		INSURER D: ILLINOIS NATL INS CO	23817
		INSURER E: LEXINGTON INS CO	19437
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 60216796

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL17587105	01/01/20	01/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	X	X	CA134-1445(MA) CA134-1446(AOS)	01/01/20 01/01/20	01/01/21 01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC012-32-6657(CA) WC012-32-6658(AOS) WC012-32-6659(FL) WC012-32-6660(MA/WI)	01/01/20 01/01/20 01/01/20 01/01/20	01/01/21 01/01/21 01/01/21 01/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY			11665420	01/01/20	01/01/21	PER CLAIM 5,000,000 POLICY AGG 5,000,000
A	AUTO LIABILITY	X	X	CA134-1447(NJ)	01/01/20	01/01/21	CSL (EA ACCIDENT) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Colfax Transit Implementation: Bus Rapid Transit.

Additional Insureds: City and County of Denver, its elected and appointed officials, employees and volunteers.

Professional Liability Retroactive Date: 6/19/86

See attached special clause(s).

CERTIFICATE HOLDER

City and County of Denver
Dept. of Transportation & Infrastructure
Attn: Contract Admin.
201 W. Colfax Avenue, Dept. 614
Denver, CO 80202
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jays m Amello

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ACORD 25 (2016/03)

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60216796

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/18/2020

NAME OF INSURED: Parsons Transportation Group Inc.

Special Clauses

Additional Insured:

Except as respects Workers Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, City and County of Denver, its elected and appointed officials, employees and volunteers are included as an additional insured but only to the extent of the named insureds negligence.

Waiver of Subrogation (All Coverages):

Solely as respects work performed by the named insured, the company(ies) agree to waive all rights of subrogation, where required by contract entered into prior to loss, against the City.

Severability of Interest:

Except as respects Workers Compensation and Professional Liability, insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limit of liability.

Primary Insurance:

Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the City and County of Denver, its elected and appointed officials, employees and volunteers.

Cancellation Notice:

The named insured, Parsons Corporation or its Insurance Broker shall notify the certificate holder of any cancellation, or reduction in coverage or limits, of any insurance within thirty (30) days of receipt of insurers' notification to that effect.