

## 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 **David Evans and Associates, Inc.**, (the "Design Consultant" or "Consultant"), an Oregon Corporation authorized to conduct business in Colorado, whose address is 2100 SW River Parkway Portland OR 97201.

### **SECTION 1 – ENGAGEMENT**

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

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

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

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

### **SECTION 2 – DESIGN CONSULTANT'S SERVICES**

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

**2.02 Professional Responsibility.**

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

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

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

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

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

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

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

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

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

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

### **2.03 Program and Budget.**

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

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

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

### **2.04 Coordination and Cooperation.**

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

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

### **2.05 Personnel Assignments.**

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

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

(c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**.

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

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

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

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

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

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

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

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

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

## **2.06 Basic Services – General.**

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

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

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

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

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

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

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

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

## **2.08 Additional Services.**

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

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

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

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

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

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

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

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

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

## **2.09 Surveying and Testing.**

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

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

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

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

(e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any

such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.

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

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

## **2.10 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 DSBO M/WBE goal Consultant has committed to for this the project goal is **10%**.

(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 **NINE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED AND NINETY-FOUR DOLLARS AND ZERO CENTS (\$941,594.00)**, 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 **FORTY THOUSAND FOUR HUNDRED TEN DOLLARS AND ZERO CENTS (\$40,410.00)** 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 **ONE HUNDRED SEVENTY-EIGHT THOUSAND, FIVE HUNDRED THIRTY-SIX DOLLARS AND ZERO CENTS (\$178,536.00)**.

**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 **ONE MILLION ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$1,160,540.00)** (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 upon execution and expires on **June 29, 2021**, 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.**

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. Any reuse or modification of the documents without the prior written consent of the Consultant shall be at the sole risk of the City.

(a) 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.

(b) 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.

(c) 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.

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

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

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

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

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

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

**5.07 Insurance.**

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

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

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

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

(e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall require 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:	David Evans and Associates, Inc. 2100 SW River Parkway Portland OR 97201
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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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Contract Control Number:**  
**Contractor Name:**

DOTI-202054114-00  
DAVID EVANS AND ASSOCIATES, 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-202054114-00  
DAVID EVANS AND ASSOCIATES, INC.

By: Sara K. Ciasto

Name: Sara K. Ciasto  
(please print)

Title: Associate  
(please print)

ATTEST: [if required]

By: Stacy S. Tschuor

Name: Stacy S. Tschuor  
(please print)

Title: Vice President  
(please print)

# EXHIBIT A

56<sup>th</sup> AVENUE WIDENING: PEORIA BLVD. TO PENA BLVD.

PROJECT CONTROL NO. GO2018 BOND 2018-041

SCOPE OF WORK

FEBRUARY 14, 2020

## A. Project Description and Overview:

Due to its location and a lack of alternative parallel arterial roadways, 56th Avenue serves as a major eastwest regional thoroughfare. In addition to its regional function, it serves as an important access route to Denver International Airport (DEN), as well as providing relief to I-70 during freeway incidents. 56<sup>th</sup> Avenue also provides important local access to Montbello and Parkfield neighborhoods via intersecting local streets and collector roadways to various land uses along the arterial.

The goals of this Project are to:

- Develop convenient, safer access to the Montbello neighborhood from 56th Avenue,
- Improve mobility and capacity along the thoroughfare,
- Provide safe access from the neighborhood to the Rocky Mountain Arsenal National Wildlife Refuge,
- Create a seamless transition with the Peña Blvd interchange project,
- Install aesthetically pleasing medians to create a boulevard feel to the roadway, and
- Establish 56th Avenue as a gateway to the Montbello and Parkfield neighborhoods.

The design-build project funded by the Elevate Denver Bond Program consists of widening 56th Avenue from Peoria Boulevard to Peña Boulevard to a 4-lane typical section while establishing the footprint for an ultimate 6-lane typical section and constructing a multi-use path along the north side of 56th Avenue, including connections to the neighborhood bike lanes and the trail system at the Arsenal. The 4-lane roadway widening of 56th Avenue should be designed to minimize rework when the 6-lane section, referred to as the Preferred Section, is constructed in the future. Preparing for the Preferred Section includes locating the median, curb and gutter, multi-use path, signage, lighting, signals, and other elements in their final locations. The Preferred Section of 56th Avenue is discussed in greater detail in the 56th Avenue Corridor Study: Planning and Environment Linkage Study (PEL)(2008). The Preferred Section may need to be modified to avoid impacting high voltage transmission lines and towers along the north side of 56<sup>th</sup> Avenue. The improvements designed under this contract must be compatible with the 56th Avenue & Peña Blvd. Interchange improvement project currently in development.

The selected prime consultant for this RFQ is not eligible to propose as the prime design consultant for the design-build contract. However, subconsultants for this RFQ may be able work on the design-build team depending on the City's Conflict Resolution Procedure. Any subconsultants concerned about eligibility requirements will need to submit their specific request related to this solicitation to the City for a determination, based on current contracted work.

# EXHIBIT A

## **B. Project Scope and Tasks:**

This RFQ is for professional design services for the basis of design and design-build procurement document development on the 56th Avenue Widening design-build project (Project). Owner's Representation Services for the design-build phase may be requested at a later date.

A basis of design with Project limits, preferred typical section option(s), plan layout, utility information, environmental resources, ROW needs (if any), and a preliminary cost estimate is needed to provide clarity and reduce risk during the design-build procurement process.

The Project should be designed and constructed using a 4-lane section that limits the amount of rework and throw-away work when the 6-lane roadway (Preferred Section) is constructed in the future. Reducing Project costs for the 4-lane section is also a key Project goal.

This section presents a framework for the scope of services. The preliminary design needs to be complete enough to reduce risks identified in the Risk Register and to ensure the Project can be constructed within the established City budget. Teams should develop proposals to meet the intent outlined in this draft scope. Teams are expected to propose adjustments, changes, and enhancements to the scope that further enhance their proposed approach.

Anticipated tasks include the following:

### **Task 1 - Project Management - DEA**

This task is in support of the City's Project Team with the management of this Project.

Task Description:

- Coordinate Project tasks, including facilitating Project meetings, with the City Public Works Project Manager and other CCD personnel and departments as required.
- Produce meeting agendas and minutes for Project meetings. Project meeting agenda's will include:
  - Project activities and status
  - Problems encountered/anticipated and potential solutions
  - Project schedule update
  - Action Items
  - Coordination actions with other agencies
- Review sub-consultant invoices; prepare and submit monthly invoices and progress reports. Invoices must meet the City's format and requirements.
- Provide a two-piece schedule showing milestone deliverable dates and subtasks of work and expected durations for both Basis of Design and procurement document development for the design build contract. Indicate resources assigned to accomplish the detailed scope of work. Due to the nature of the funding for this Project, the schedule is important to the City and will be a factor in the evaluation of the RFQ.

# EXHIBIT A

- Maintain the Project schedule in Microsoft Office Project. Update schedule monthly and include with monthly invoice.
- Manage and coordinate work efforts of the Consultant Team to support project risk management.
- Prepare and submit a QA/QC plan and adhere to the plan throughout the Project.

## **Task 2 - Geotechnical Investigations and Analysis - GEOCAL**

This task includes the preliminary subsurface investigation and analysis in support of roadway and structural fill recommendations and final pavement design for the roadways and path. In addition, retaining walls and Concrete Box Culvert (CBC) extensions are also planned under this task. At this point, DEA estimates the potential need of retaining walls in 4 locations along the corridor. The walls are estimated to be about 5 feet to 8 feet high and approximately 35 feet long. There are 3 CBC's within the project limit which may need to be extended and/or relocated as well. The task also includes providing boring log plan sheets and materials-related Project specifications. Boring hole survey locations will be provided by the Owner.

### Task Description:

- Obtain soil and water samples for soil categorization and analysis.
- Perform subsurface investigation and applicable laboratory tests in support of providing final design recommendations for the Project features listed above, including borings to evaluate existing pavement/subgrade condition on existing 56th Avenue. We estimate a total of 30 pavement borings, 4 retaining wall borings and 6 CBC borings will be needed for this task. The pavement borings will be drilled approximately every 500 feet along the roadway with the depths varying from about 5 feet to 10 feet below existing grade. The retaining wall borings will be drilled to about 35 feet below subgrade, whereas the CBC borings will be drilled to about 45 feet or 5 feet into bedrock, whichever is shallower. Traffic control will be required during our field operations. Soil samples obtained from the borings will be transported to the Geocal laboratory for testing which may include the following:
  - Testing to include:
    - Classification
    - Moisture-Density Relationship
    - Resistance R Value
    - Corrosiveness
    - Water Soluble Sulfate Content
    - Unit Weight
    - Moisture Content
    - 1-D Consolidation
    - Swell-Compression
  - Perform soils, foundation, and pavement investigations and applicable laboratory tests as necessary to limit risk to the design-build proposers. Utilize previous investigations done as part of the Quebec to Havana project and at the 56th/Peña interchange Project to assist in preliminary recommendations.



# EXHIBIT A

- Perform a pavement distress survey
- Perform deflection testing of existing pavements
- Determine the equivalent Design Traffic (18k ESAL) the existing pavement can carry.
- Estimate the 18k ESAL's experienced by the existing asphalt.
- Determine the projected 18k ESAL for the rehabilitated pavement design period.
- Evaluate existing pavement to determine appropriate rehab of existing 56th Avenue, including mill & overlay, patching, full-depth pavement reconstruction, or a combination of repairs.
- Determine the remaining load carrying capacity of existing pavements and develop potential pavement rehabilitation requirements.
- Develop pavement sections for both rehabilitated pavements and new pavements. Assumes only flexible pavement design will be completed.
- Pavement design recommendations will follow the applicable AASHTO 1993, MGPEC and CDOT Pavement Design Manual.
- Provide recommendations for retaining wall bearing capacity, sliding, settlement and global stability.
- Provide foundation recommendations (shallow and/or deep) for CBC extensions.
- Provide preliminary geotechnical investigation and pavement design report.
- Provide geotechnical design parameters for the design-build contract.
- Conduct/Attend up to 10 coordination meetings with CCD.

### **Task 3 – Environmental Permitting and Clearances - DEA**

Denver Department of Public Health and Environment (DDPHE) will be conducting the environmental clearances along the project. Information obtained during that investigation will be passed along to the consultant to incorporate into the Basis of Design and D/B Procurement Documentation as necessary. It is not anticipated to have environmental permitting and clearances as part of this contract. DEA has included up to 60 hours of environmental support as identified in the potential task description.

#### **Task Description:**

- Environmental Clearance Review
- Environmental Resource plan identification
- Basis of Design mitigation requirements
- D/B Procurement Document support - Environmental

### **Task 4 – Survey and ROW Plans**

The survey and ROW plans will be performed under a separate contract. Information obtained during that investigation will be passed along to the consultant to incorporate into the Basis of Design and D/B Procurement Documentation as necessary. It is not anticipated to have survey or ROW plans as part of this contract; however, it is the responsibility of the Basis of Design consultant to identify ROW needs (if any) for the proposed sections.

# EXHIBIT A

The survey information provided by the Owner will include the following as a minimum:

- Project Control
- Land/Boundary/ROW Survey
- Topographic Survey
- Terrain Survey
- Hydraulic Survey
- 3-D Surface Model

## **Task 5 – Traffic Analysis - APEX**

This task includes necessary traffic analysis.

Task Description:

- Perform traffic counts and establish projected traffic volumes, including % trucks, to be used for pavement design. The following counts will be collected:
  - Turning movement counts will be collected during the AM and PM weekday peak periods (2 hours during each peak period) at the following 14 intersections on 56<sup>th</sup> Avenue within the study corridor:
    - Peoria Street
    - Quentin Street
    - Revere Street
    - Tucson Street
    - Uvalda Street
    - Worcester Street
    - Potomac Way
    - Blackhawk Way
    - Crown Boulevard
    - Elkhart Street
    - Fairplay Street
    - Chambers Road
    - Laredo Street
    - Memphis Street
  - 48 hour tube counts with vehicle classifications and speeds will be collected at 3 locations on 56th Avenue within the study area.
- Perform traffic analysis of the study corridor. The analysis will include the development of future (Year 2040) traffic volumes based on an agreed upon annual growth rate. In addition the consultant team will reroute the existing left turning traffic at all future unsignalized intersections within the study area to the signalized intersections; it is understood that a median will be constructed which will limit the unsignalized intersections to right turn only movements. The consultant team will then use Synchro to analyze the intersections and based on this analysis and the future traffic projections, recommendations will be developed for turn pocket lengths for left-turn movements at the existing and proposed signalized intersections along the corridor (Peoria Street, Uvalda Street, Crowne Boulevard, Chambers Road, and Memphis Street). The Synchro

# EXHIBIT A

model will also be submitted to CCD to be used for signal timing/phasing (to be performed by CCD).

- Create a neighborhood access plan. This will include recommendations for limiting movements and potentially closing existing accesses to increase safety and mobility through the corridor. In addition, exhibits that can be presented in public outreach meetings and shown in public outreach materials will be developed.

## Task 6 – Roadway and Path Design

This task includes preliminary design of the roadway and multi-use path for the Project as described in the Project Description and Overview.

### Task Description:

- Identify and document the design criteria to be used for the design.
  - Develop preliminary geometric roadway layouts with the horizontal alignment in plan view. Roadway layout will include the roadway, median, driveways and any sidewalks or detached paths. The geometric roadway layout will need to:
    - o Evaluate the Preferred Section in the 2008 PEL and revise the ultimate 6-lane typical section to meet current CCD standards and eliminate the need to relocate transmission towers along the north side of the Project or the need for additional right-of-way to accommodate the improvements.
    - o Evaluate, at a minimum, two typical section concepts and provide rough order of magnitude costs and feasibility analysis for each. The cost and feasibility analysis must consider the 4-lane and ultimate 6-lane improvements, as well as the multi-use path on the north side of 56th Avenue.
- The two typical section concepts to analyze for cost and feasibility are:
- Set the north curb line and multi-use path in the ultimate location and provide a wider median to accommodate the future 6-lane typical section. Maintain the curb line along the south side of the existing roadway. Future eastbound and westbound lanes would be added along the inside of the 4-lane roadway (toward the median).
  - Set the north median curb in the ultimate location and widen to the north to accommodate the 4-lane typical section. Maintain the curb line along the south side of the existing roadway. The additional lane in the future for westbound traffic would be along the outside of the two westbound lanes already constructed. The additional lane for eastbound traffic will be constructed toward the median.
- For both typical section concepts shown above, median openings and left turn lanes for the 4-lane typical section should be designed to minimize rework during the construction of the ultimate 6-lane improvements.
    - o Design both entrances into the Joe P Martinez Army Reserve Center site to function with the overall 56th Avenue access control median. This design effort is anticipated to be iterative since meetings with the Army Reserve will need to incorporate any Army Reserve desired elements and/or security needs.

# EXHIBIT A

- Prepare concept plan sheet showing horizontal design of proposed roadway design concepts and associated preliminary drainage design overlaid on top of existing ROW, existing topographical features, environmental resources, existing utilities, and existing drainage features. Identify additional ROW needs (if any) while preparing conceptual plan sheets.
- ADA compliance is a significant concern for all new construction and renovation projects. The consultant team shall identify potential ADA issues as a part of the conceptual design efforts and provide a summary of findings of potential ADA issues.
- Central Federal Lands is developing a multi-use trail and trailhead access for a Federal Lands Access Program (FLAP) project. Coordinate with CCD (Public Works and Parks) and Central Federal Lands (CFL) to incorporate the design to ensure that proposed trailheads (work by CFL) are functional with median access control and other aspects of design, such as pedestrian crossings, signalization and drainage.
  - o Develop drainage maps and associated drainage plans proposed to convey 5-year and 100 year historic flows. Culverts, drainage, and associated appurtenances should be preliminarily located and potential conflicts with utilities identified. Potholing may be required at critical locations.
- Identify potential areas for water quality features within existing Denver ROW/property and conceptual design for potential size/quantity required for water quality features, as well as identify other potential sustainability opportunities as outlined in Executive Order 123.
- Develop conceptual layout of the ultimate project hydraulic needs and improvements.
- Coordinate aesthetic needs for the corridor improvements.
- Conduct/Attend coordination meetings.

## **Task 7 - Utility Coordination and Design - STANLEY**

The utility coordination required to meet SUE legislation will be performed under a separate contract. Information obtained during that investigation will be passed along to the consultant to incorporate into the Basis of Design and D/B Procurement Documentation as necessary. Utility coordination will be required in order to determine cost, schedule and responsibility for utility impacts. Utility design will not be performed as part of this contract.

The utility information provided by the Owner will include the following as a minimum:

- Locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Survey underground utilities as marked by the utility companies. Determine invert elevations of manholes and vaults and survey the locations of utilities exposed by "potholing".
- Utility surveys will be completed using the established project control.
- The consultant will use the information provided by the owner to identify potential impacts.

# EXHIBIT A

- The consultant will contact each of the utility owners to discuss project, potential impacts and their requirements. It is estimated that there are ten different utility owners in the corridor.
- The consultant will conduct one-on-one utility meetings to go over project, impacts, requirements, timing and responsibilities.
- The consultant will prepare a utility matrix and update matrix throughout design development and procurement.
- The consultant will prepare utility memorandum/agreements for procurement documents.
- Attend five (5) project progress meetings

## **Task 8 – Engineer’s Opinion of Probable Cost - STANLEY**

The consultant shall develop detailed construction cost estimates based on the basis of design and the anticipated additional costs for achieving final design in a design-build contract. Additionally, the Consultant shall prepare a detailed engineer’s cost estimate for the ultimate section. Compare these options to provide recommendations to the City on the most cost-effective way to deliver the Project to the ultimate section. The City will also perform an independent cost estimate to validate engineer’s cost estimate and associated assumptions.

### **Initial Documentation Review and Internal Review**

The first step in the cost analysis consists of reviewing all existing project documentation, including:

1. The baseline construction cost estimate concept from the City
2. The preliminary baseline project schedule from the City
3. Relevant technical reports or memoranda
4. Project specifications as presented in the RFP and environmental documents
5. Others, as identified by the project team

### **Initial City’s Estimate Rough Order of Magnitude Update**

The estimating team will prepare and update the City’s rough order of magnitude cost estimate based on the identified information from the initial review.

### **Preliminary Engineers Estimating Development**

The estimating team will develop the structure for the preliminary baseline estimate assessment. The assessment will include conducting a field review of existing roadway, utilities, traffic and access, and drainage features. The development of the preliminary estimate assessment will include producing an evaluation and findings report for preliminary project cost savings options. A preliminary listing of risks will also be developed at this time with assistance from the project team.

Three categories of risks will be considered:

1. **Budget risks:** They reflect the uncertainty inherent to the estimation of project costs (at any stage of design or construction) and represent the risks that the budget elements will deviate from the base estimate.

# EXHIBIT A

2. **Event risks:** Risks of internal or external events that force the project team to work beyond the estimate, just to meet the Project Scope and Statement of Work. Examples include: extreme weather, contractor non-performance, vandalism at construction site, archeological findings, labor issues such as strikes, or undiscovered utilities.
3. **Scope risks:** Risks of significant changes to the project scope due to external pressures. Examples of scope risks include: community pressures for changes in alignment, or unfavorable environmental assessment report leading to changes to the project.

Finally, a review session will be conducted with the project team to discuss findings from the documentation review, expand and edit the listing of budget, event and scope risks. This review session also allows for early identification of risks to the baseline project completion date. After the review session is completed the estimating team will update the City's rough order of magnitude cost, providing a risk-adjusted estimate based on the identified information. This allows for early identification to the City of potential funding issues prior to significant design efforts. This preliminary update provides additional cost saving by reducing potential rework at a later time, due to scope reductions or modifications due to funding issues.

## **Geometry Roadway Layout and Typical Section Concept Estimates**

The estimating team will provide cost impact identification support to the project design team during the development of the geometry roadway layout.

Once the geometry roadway layout is complete, the estimating team will evaluate the information provided and provide updated construction cost to be used in the Engineers Estimate. This updated pricing will reflect the cost adjustments associated with current day standards and current market environments for the preferred section and 4 lane option as identified in Task 6.

The estimating team will perform a rough order of magnitude cost evaluation for two typical section concepts as identified in Task 6.

## **Development Phase of Design-Build Procurement Documents and Plan Set**

The estimating team will provide cost impact identification support to the project team during the development of the RFP. This work includes evaluating the cost impacts associated with the following: limitations of operations, stakeholder requirements, third party utility impacts, right of way impacts and acquisition / clearance schedule impacts to construction, environmental restrictions and limitations, and construction schedule requirements. Estimating team will provide guidance to the project team on potential cost impacts associated with materials selections and requirements. The estimating team will evaluate the cost impacts associated with up to two rehabilitation and repair options for 56th avenue, including providing potential cost savings recommendations for these options. The Estimating team will work with the project design team, providing recommendations for cost savings opportunities based upon evaluations of the MOT phases.

# EXHIBIT A

During the development of design-build procurement documents and plan set, the estimating team will maintain and update the project risk matrix along with the project team, evaluating and proposing possible mitigation strategies. This risk matrix is also used to distribute (allocate) project costs over time and estimate cost escalation, with and without project delays.

The estimating team, based on the risk evaluation, will provide recommendations on City contingency allowances and amounts. This will include the exercise to identify and quantify uncertainty in baseline cost estimates for soft costs and agency costs over the project life cycle. These will be continuously updated and separated from the initial baseline estimate.

## **Final and Advertising**

Upon the completion of the BDC (basis for design and construction) plans, the estimating team will perform a project quantity take off of the design quantities provided to the estimating team for use in the engineer's estimate. The estimating team will review this information to identify any potential bust or issues that may impact the project estimate. Upon completion of the project quantity validation, the estimating team will provide a final engineers estimate to the internal project team for evaluation. During the evaluation time of the estimate by the project team, the estimating team will coordinate with the project construction scheduler to review and update the final CPM (critical path method) project construction schedule. Following this submission and approval of a final estimate and schedule, the estimate team will produce a final recommendations report to be provided to the City.

During the advertising period the estimating team will assist with RFI (request for information) and ATC (alternative technical concepts) evaluation. These efforts of ATC evaluation will not include providing cost or estimate information to the project team. The support would solely be to provide guidance on constructability and schedule, as the ATC process is a value based process and cost should not be a factor for consideration and approval. Following the closure of the ATC period, all ATC's that were approved by the project team will be evaluated by the estimating team for cost savings rough order of magnitude. The estimating team will provide as requested, an updated final engineers estimate "for information only" to the City identifying the new amount.

## **Deliverables:**

1. Initial City baseline concept estimate evaluation
2. Updated current market rough order of magnitude cost estimate based on information from the initial review
3. Preliminary baseline estimate assessment which also includes:
  - a. Finding report for preliminary project cost savings options
  - b. Preliminary listing of risks
  - c. Risk-adjusted rough order of magnitude cost estimate
4. Design milestone estimate at geometry roadway layout stage including cost impact identification support
5. Recommendations to the project team on cost impacts during the development of the RFP which also includes:

# EXHIBIT A

- a. Recommended cost savings and value engineering opportunities based on the MOT phases and project schedules presented.
- b. Updated project risk matrix
- c. Recommendations for City contingency
6. Final engineer's estimate including:
  - a. Recommendations to project scheduler
  - b. Final recommendations report
7. Alternative technical concept options support including:
  - a. Recommendations
  - b. Estimate of approved options
  - c. Final engineers estimate "for information only" to reflect approved options
8. Risk evaluation estimate update
9. Final estimate
10. Final recommendations report

## **Estimating Team Assumptions:**

Production based construction cost estimate will be bid based on CDOT and City and County of Denver standards

Percentage of project construction cost values will be used for estimating City soft cost unless otherwise identified.

Third party utility City relocation cost will be identified to the project estimating team to be included in the engineer's estimate.

Right-of-Way will be identified to the project estimating team to be included in the engineer's estimate

Estimating team will use contractor industry standard software for estimating efforts, cost detail reports to City (HCSS- Heavy Bid or Bid 2 Win)

## **Task 9 - Public Outreach and Information - CIG**

This task is in support of the City and County of Denver's public outreach efforts for the Project. The consultant will develop and implement a stakeholder engagement and public information program to communicate Project development and status with the public. The City anticipates that the following will result from stakeholder engagement:

### Task Description:

- Create a Community Working Group and schedule quarterly project meetings with the CWG.
- Schedule and facilitate one (1) public meeting, including providing document/material support and due diligence to ensure appropriate audience in preparing for the public meeting.
- Prepare a Public Communication Contact List.
- Provide content for monthly website updates during the course of the contract. The website will be City owned/maintained; the content will be responsibility of consultant.
- Develop graphics, handouts, and other useful media, as needed, for public communications during the basis of design effort.



# EXHIBIT A

## **Task 10 – Design-Build Procurement Documentation - STANLEY**

This task covers tasks associated with creating documentation for the solicitation process to procure the design-build contractor. The design-build contractor will be procured via a two-step procurement process.

An RFQ will be advertised initially; respondents will be shortlisted for participation in the RFP submission and interviews.

To streamline the overall procurement process, similar documents from recent CCD design-build projects will be used as the basis for the 56<sup>th</sup> Avenue procurement documents and refining these documents for the project goals and characteristics. The City will provide the consultant with the electronic files for refining the City's procurement documents.

### Task Description:

- **Define Project Goals.** The consultant will assist in developing the project goals with a designated blended Management Team of key City and consultant staff. A project goals workshop will be held at the onset of the project to identify the needs and objectives of the project and provide the framework for project risk allocation.
- **Identify and Allocate Project Risks.** A risk assessment workshop involving project technical staff and other stakeholders identified by the City will be facilitated to analyze and allocate risk for the design-build project after identification of the project goals. The goals of the Risk Assessment are to ensure a higher probability of project success and reduce project costs to the City and the Design-Build Contractor. The consultant will use principles consistent with FHWA's "Guide to Risk Assessment and Allocation for Highway Construction Management, Report #FHWA-PL-06-032". Elements are analyzed for their probable impacts to schedule, cost and performance. Each element for design and construction will be evaluated (e.g. quality, environmental, utilities, drainage, right-of-way, etc.) for the degree of risk and whether it is best managed by the City (Owner), the Design-Builder (Contractor) or as a shared risk to both. A detailed matrix will summarize the results of the workshop and become the basis for criteria to develop the contract, assign risk, implement contract criteria, and measure the best value selection criteria.

### ***Development of the Procurement Document.***

- **Prepare and Advertise Letter of Interest.** The consultant will work with the City to develop a Letter of Interest (LOI) to advertise the project and determine industry interest. An information meeting will be held to communicate the project goals, general procurement strategies, financing, and the procurement schedule.
- **Prepare the Request for Qualifications (RFQ).** The consultant will work with the City to define the structure of the RFQ. RFQ provisions will include: a general understanding of the project, scope of services to be requested, design-build team and personnel requirements, financial statements and requirements, bonding and insurance information, and general disclosures. Responses to questions/modifications will be provided during the RFQ process.

# EXHIBIT A

- **Evaluation of Statement of Qualifications (SOQ).** The consultant will work with the City to define the evaluation criteria and methodology to be used in the short-listing process. To ensure integrity and successfully defend any challenge to the process it is vital that these actions be completed and presented to the Project's Executive Oversight Committee for authorization in advance of the RFQ release.

The consultant will provide evaluation support by compiling responses to the RFQ into quantifiable, measurable components, evaluating the measurable qualifications of each component, assisting in providing summaries of strengths and weaknesses of all respondents, and participating in meetings to train evaluators in these procedures.

- **Develop Request for Proposals (RFP).** The RFP consists of the following:
  - **Instructions to Proposers (ITP):** The consultant will prepare the ITP for the City. The ITP will describe the proposal process, requirements, evaluation criteria, maximum price for the work and overall procurement requirement.
  - **Book 1:** Design-build contract. This document will contain the actual agreement to be executed between the City and the successful proposer. This section of the RFP will be prepared by the City's legal group.
  - **Book 2:** Technical requirements. This document will contain detailed information, specifications, and associated guidance intended to apply to the development and implementation of the project.
  - **Book 3:** Applicable standards, data, and reports
  - **Book 4:** Plans
  - **Reference Documents:** General Information (not part of the contract) to assist in preparing the proposals.
- **Procurement and Selection Phase.**
  - The consultant will manage the Request for Information (RFIs) during the procurement period process and assist the City in preparing responses. This work will include tracking, RFI's, preparing responses and issuing addenda to proposers.
  - **Proposer One-on-One Meetings.** The consultant will assist the City with proposer one-on-one meetings during the RFP phase. It is assumed that there will be a total of 6 one-on-one meetings.
  - **Review and management of ATC** – The consultant will manage the overall process of the ATC review. This will consist of logging, tracking and responding to the ATC.
- The consultant will work the City to evaluate the proposals. Selection and award will be in accordance to the project goals. These goals and criteria not only become the source for developing procedures to guide the selection committee in their respective roles, but also provide the basis for documenting the overall process to safeguard against claims.

# EXHIBIT A

- Provide technical evaluation of the proposal documents to ensure the requirements of the RFP have been addressed and best value is identified.

## Procurement Deliverables

The consultant proposes the following detailed list of procurement deliverables that are reflective of the major work elements unique to this project.

- Management Plan and Schedule for the Procurement Process of the Project
- 56<sup>th</sup> Avenue Project Organization Structure including a Project Technical Team (PTT), Project Management Team (PMT), and Executive Oversight Committee (EOC)
- Project Goals
- Risk Allocation Matrix and Risk Management Plan
- Letter of Interest (LOI) Document
- Request for Qualification (RFQ) Document
- Detailed Evaluation Criteria and Methodology for Responses to the RFQ
- Request for Proposals (RFP) Document
- Request for Information (RFI) Documentation and Responses
- Addenda Documents, if required
- Detailed Evaluation Criteria and Methodology for Responses to the RFP
- Documentation of Outcome of Detailed Proposal Evaluations
- Attend and facilitate weekly meetings while developing the procurement documentation to advance the process. It is expected that these occur simultaneously along with the final development of basis of design documents. Other procurement meetings will include 4 Executive Committee Meetings and 6 Technical Resource Meetings (Total of 22 meetings)
- Construction Schedule A good baseline schedule to compare against the contractor's schedule is a key tool to ensure timely completion and quality workmanship. To ensure the schedule meets the needs for the City we would start with working with appropriate personnel and develop an activities list. This list will comprise of milestones, risks, key activities, other important dates, and any other key restrictions. This list ensures that there are no surprises and helps mitigate various risks involved with construction activities. Once the list is developed along with time frames our seasoned construction management team will develop the schedule for review. The schedule can be done in Primavera or Microsoft Project, resource loading is another valuable feature that aids in various financial aspects as well and can be implemented if needed. Once a quality schedule is completed maintaining and comparing throughout the project provides early and quick insights of the progress, potential delays, budget issues, public relation aids, and many more valuable tools to facilitate a project being delivered on time and under budget.

## Task 11 – Additional Services

This task covers unanticipated items or additional services as approved by CCD's Project Manager. Task description include but is not limited to the following:

# EXHIBIT A

- Depending on findings of the environmental assessments (not part of this contract), perform additional design as required to address any existing non-hazardous or hazardous materials removal or remediation.
- Develop concept vertical roadway/path profiles to aid in evaluation of construction impacts and ROW impacts.
- Concept signing, striping and signal plans.
- Corridor aesthetic and streetscape concept planning and design.

## Miscellaneous Requirements

- Plans and Specifications shall follow CDOT format.
- Development of topographic data shall follow CCD CAD Standards.
- Electronic files shall be transmitted to CCD in AutoCAD format upon completion of the Project.
- All documents shall be provided in a pdf format in addition to the file created by the original program.
- Plan and Specification packages shall be submitted in accordance with Denver Public Works Engineering, Regulatory & Analytics Office requirements, and CDOT's final PS&E checklist.

## Work Product:

At a minimum, the Consultant work products shall include:

- A. Project Management Plan
- B. CPM Schedule and Updates
- C. Risk Mitigation Strategies
- D. QA/QC Plan
- E. Stakeholder Engagement and Public Information Plan
- F. Utility Conflict Matrix
- G. Conceptual Plans and Cost Estimates
- H. Traffic Volume Memorandum
- I. Ultimate Configuration Cost Estimate for comparative evaluations
- J. Concept Plans Review Comment Response Matrix
- K. Basis of Design Plans (Approximately 20% Design Level)
- L. Preliminary Geotechnical Report and Pavement Design Report
- M. Due Diligence necessary for Procurement Documents
- N. Design-Build Procurement Documents (RFQ, RFP, etc.)
- O. Project Coordination
- P. Project Task Force Meetings
- Q. Meeting Agendas/Minutes

## PROJECT REPORTS AND INFORMATION

Other related plans, projects, and studies for reference include, but are not limited to:

- 2018 56th Avenue & Peña Interchange – NEPA CatEx and final plans – (separate project, not part of this scope)

# **EXHIBIT A**

- July 2008 56th Avenue, Havana Street to Peña Boulevard Corridor Planning and Environmental Linkages (PEL) Study
- 2008 56th Avenue Quebec Street to Havana Street Environmental Assessment (EA)
- September 1, 2004 East 56th Avenue Corridor Concept Plan
- September 6, 2018 56th Avenue Street Lighting Master Plan

# Exhibit A

## FEE ESTIMATE: 56th Avenue Widening: Peoria St to Pena Blvd

Task No.	Description	David Evans	Stanley	Geocal	Apex	CIG	Labor Total	Direct Expenses	Task Total
1	Project Management	\$ 98,530.00	\$ 39,368.00		\$ 6,924.00		\$ 144,822.00		\$ 144,822.00
2	Geotechnical Investigations and Analysis			\$ 42,640.00			\$ 42,640.00	\$ 24,310.00	\$ 66,950.00
3	Environmental Permitting and Clearances	\$ 11,500.00					\$ 11,500.00		\$ 11,500.00
4	Survey and ROW Plans	\$ 3,600.00					\$ 3,600.00		\$ 3,600.00
5	Traffic Analysis				\$ 15,152.00		\$ 15,152.00	\$ 5,100.00	\$ 20,252.00
6	Roadway and Path Design	\$ 224,025.00					\$ 224,025.00		\$ 224,025.00
7	Utility Coordination and Design						\$ -		\$ -
8	Engineer's Opinion of Probable Cost	\$ 2,940.00	\$ 123,261.00				\$ 126,201.00		\$ 126,201.00
9	Public Outreach and Information	\$ 9,485.00				\$ 59,822.00	\$ 69,307.00	\$ 11,000.00	\$ 80,307.00
10	Design-Build Procurement Documentation	\$ 69,295.00	\$ 231,416.00		\$ 3,636.00		\$ 304,347.00		\$ 304,347.00
11	Additional Services	\$ 71,559.00	\$ 50,229.00	\$ 32,220.00	\$ 4,040.00	\$ 500.00	\$ 158,548.00	\$ 19,988.00	\$ 178,536.00
<b>Project Totals:</b>		\$ 490,934.00	\$ 444,274.00	\$ 74,860.00	\$ 29,752.00	\$ 60,322.00	\$ 1,100,142.00	\$ 60,398.00	\$ <b>1,160,540.00</b>

# Exhibit B

## ATTACHMENT 2

### CONSULTANT TEAM MEMBERS

**Prime Consultant:** David Evans and Associates, 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.
Vice President	Executive oversight; quality assurance; technical advisor	295
Principal Engineer	Resource management; project/task management; technical advisor; overall quality control	250
Senior Project Manager II	Project/task management; technical advisor; overall quality control	225
Senior Project Manager	Project/task management; technical advisor; overall quality control	200
Engineering Task Manager	Project/task management; technical advisor; overall quality control	190
Project Manager	Project/task management; technical advisor; overall quality control	180
Senior Project Engineer	Design, drawings, studies, specs, estimates, reports	175
Engineering Task Leader	Design, drawings, studies, specs, estimates, reports	160
Senior Engineer	Design, drawings, studies, specs, estimates, reports	150
Project Engineer	Design, drawings, studies, specs	135
Construction Project Manager	Project/task management; technical advisor; overall quality control	155
Construction Engineer	Oversight of quality and compliance tasks during construction	135
Construction Observation	Field observation of quality and compliance during construction	125
Engineer/Senior Designer	Design, drawings, studies, specs	125
Junior Engineer/Designer	Design, drawings, studies, specs	110
Engineering Technician	CADD, preparation of drawings, maps, photographs	100
Senior CADD Technician	CADD, preparation of drawings, maps, photographs	90
CADD Technician	CADD, preparation of drawings, maps, photographs	80
Designer	Design plan production, drawings, studies	75
Construction Inspector	Field sample collection and testing, compliance	105
Planning Principal	Project/task management; technical advisor; overall quality control	240
Managing Planner	Project/task management; technical advisor; overall quality control	200
Planning Project Manager	Project/task management; technical advisor; overall quality control	190
Planning Task Leader	Project/task management; technical advisor; overall quality control	175
Senior Planner	Project/task management; technical advisor; overall quality control	150
Landscape Architecture Manager	Project/task management; technical advisor; overall quality control	160
Senior Landscape Architect	Horizontal design and coordination	135
Planner	Environmental studies and NEPA compliance oversight and QA/QC	130

# Exhibit B

## ATTACHMENT 2

### CONSULTANT TEAM MEMBERS

**Prime Consultant: David Evans and Associates, Inc. (continued)**

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.

Biologist/Planner	Environmental studies and NEPA compliance oversight and QA/QC	110
Landscape Architect	Horizontal design and coordination	105
Junior Planner	Environmental studies and NEPA compliance project support	95
Landscape Designer	Horizontal design and coordination assistance	90
Senior GIS Specialist	Develops macros for GIS Analysis; document layout	130
GIS Specialist	GIS databases, designs updates maps, prepares metadata	105
Field Survey Crew (3 person)	Survey field work	260
Field Survey Crew (2 person)	Survey field work	175
Field Survey Crew (1 person)	Survey field work	120
Survey Manager	Project/task management - technical advisor, overall quality control	200
Principal Surveyor	Drafting, calculations, written property descriptions	180
Senior Project Surveyor	Drafting, calculations, written property descriptions	170
Project Surveyor	Drafting, calculations, written property descriptions	140
Senior Survey Technician	Drafting	125
Survey Technician / Draftsman	Drafting	110
GPS Surveyor	Survey field work	120
Senior Project Administrator	Preparation of project deliverables, word processing, accounting	120
Project Accountant	Project accounting	110
Project Coordinator	Administrative support, contract support	100
Project Administrative Assistant	Administrative support	90
Clerical	Administrative support	70
Senior Graphics Specialist	Marketing graphics; assistance with design of project deliverables	110
Graphics Specialist	Marketing graphics; assistance with design of project deliverables	100

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, 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: David Evans and Associates, Inc.

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

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

### Actual Costs

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

# Exhibit B

## SUB-CONSULTANT TEAM MEMBERS

**Firm Name:** Stanley Consultants, 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/Procurement Manager	Contracting and project oversight; Design Build Procurement Lead	\$287
Utility Task Manager	Utility Manager responsible for overall management and technical design for utilities	\$174
Sr. Task Manager - QA/QC Manager	Senior level discipline leads/management and QA/QC	\$222
Senior Engineer III	Senior professional engineer with responsibility for technical details and professional judgement with 20+ years experience	\$212
Senior Engineer - II	Senior professional engineer with responsibility for technical details and professional judgement with 15+ years experience	\$185
Senior Engineer - I	Senior professional engineer with responsibility for technical details and professional judgement with 12+ years experience	\$165
Engineer III	Professional engineer working under general supervision with 10+ years experience	\$146
Engineer II	Professional engineer working under general supervision with 7+ years experience	\$120
Engineer - I	Professional engineer working under general supervision with 4+ years experience	\$110
Engineer in Training II	Engineer in training under the supervision of a licensed professional engineer (3 to 4 years experience)	\$103
Engineer in Training I	Engineer in training under the supervision of a licensed professional engineer (0 to 2 years experience)	\$94
Senior Designer III	Non-degreed with significant experience in the transportation industry, Design Layout, CADD, design software 20+ years	\$160
Senior Cost Estimator	Cost Estimator lead - Non-degreed with significant experience in the construction industry, Construction Estimating, 15+ years	\$181.00
Cost Estimator II	Cost Estimator - Non-degreed with experience in the construction industry, Construction Estimating, 10+ years	\$167.00
Senior Designer II / G.I.S.	Design Layout, Computer Aided Drafting, Database programming & GIS Services	\$138

# Exhibit B

Senior Designer	Design Layout, Computer Aided Drafting, 10+ years	\$110
Intern	Project assignments under direction of Engineering Professional	\$55
Project Coordinator	Administrative and staff support services.	\$95
Scheduler	Scheduler	\$155
Sr. Construction Inspector	Senior level construction and field observation	\$145
Construction Observer	Construction and field observation	\$110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.05.

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: Stanley Consultants, 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 sub consultants.

### Actual Costs

#### Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Red-line copies

Reproducibles

#### Charge Rate

\$ \_\_\_\_\_ / each

\$ \_\_\_\_\_ / each

\$ \_\_\_\_\_ / S.F.

\$ \_\_\_\_\_ / page

# Exhibit B

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Geocal, Inc.

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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.
<b>Principal-In-Charge/Project Manager</b>	<b>Oversees contract execution and management, client interaction, overall quality management and document control, insures that systems and processes are in-place, commits resources, negotiates and signs agreements. Provides high level expertise and oversee specific task orders that involve technical expertise in geotechnical engineering</b>	<b>\$210</b>
<b>Senior Project Manager</b>	<b>Manages geotechnical engineering projects for budget and technical content, helps author reports with design recommendations, provides technical guidance for staff, and interacts with the client for clarifications or additions to the scope of work.</b>	<b>\$180</b>
<b>Construction Manager</b>	<b>Construction Engineer provides plan reviews, analysis and approval of drawings, design engineering review, resident engineer, reviews plans and documents prepared by others, reviews construction schedule, pay requests.</b>	<b>\$160</b>
<b>Project Engineer</b>	<b>Technical position to provide analyses and report preparation for pavements, structures, programming of lab tests, interpretation of results and providing recommendations to the client on design and construction issues related to geotechnical and materials engineering. Assists with cross-hole sonic logging, other sonic echo tests, PDA results and other technical procedures to ensure quality. Registered PE to oversee construction inspection and materials testing.</b>	<b>\$120</b>
<b>Staff Engineer</b>	<b>Evaluates site characteristics with respect to design and construction, identifies geohazards and mitigation procedures, assists with site subsurface investigations, laboratory analyses, engineering analyses and report preparation.</b>	<b>\$90</b>
<b>Geologist</b>	<b>Conducts site subsurface investigations including stake borings, permitting, arranging for drilling and traffic control subcontractor, logs borings, research of site geology, sampling the soils, bedrock, and groundwater, and assist with report preparation</b>	<b>\$85</b>
<b>Operations Manager for Construction Services</b>	<b>Over sees construction quality services including inspections, materials testing, documentation including (local agency), checking resource allocation, calibration and field management</b>	<b>\$130</b>

# Exhibit B

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Geocal, Inc. (continued)

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.
<b>Laboratory Manager</b>	Oversees the laboratory operations including AASHTO quality management, equipment calibration, training & records, and application of ASTM and AASHTO procedures for materials testing in the lab.	\$95
<b>Construction Inspector</b>	Provides onsite observations for traffic control, erosion control, material quantities, conformance with project design and specifications, and review of field test results, generally non-structural	\$85
<b>Senior Construction Inspector</b>	Provides inspection of more complicated structures, batch plant inspections, pre-cast and post-tensioning inspections, masonry and grout placement, fire proofing, caisson and pile installations, mostly structural	\$100
<b>Materials Technician</b>	Provides construction quality assurance testing, typically for soils, concrete and asphalt, but could include masonry prisms, grout, mortar, or other construction materials.	\$75
<b>Senior Materials Technician/ Technician Supervisor</b>	Provides review of quality assurance testing for soils, concrete and asphalt, and other materials, interfaces with client and aids in trouble shooting materials issues, interprets test results for client. Schedules personnel, maintains resource allocation and assists with calibrations.	\$85

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7751 .

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

## SUB-CONSULTANT TEAM MEMBERS

**Firm Name:** Apex Design, PC

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	Contract Management, general project oversight, quality review, public involvement participation, business engagement, and project troubleshooting.	\$ 224.00
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, and report preparation, preparation of specifications and engineering estimates.	\$ 214.00
Senior Transportation Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 202.00
Senior Transportation Planner III	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 176.00
Senior ITS Engineer II	Full responsibility of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs project teams.	\$ 170.00
Senior Transportation Engineer II	Project management, applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on transportation projects.	\$ 170.00
Senior Transportation Planner II	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 152.00
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$ 150.00
Senior Transportation Engineer	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 150.00
Senior ITS Engineer	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 150.00
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules.	\$ 140.00
Senior Transportation Planner	Preparation of transportation planning analysis and report preparation, provides technical planning direction to transportation planners, performs planning tasks, and prepares safety analysis and reports.	\$ 140.00

# Exhibit B

Firm Name: Apex Design, PC

Title/Classification	Responsibilities	Rate/Hr.
ITS Engineer II	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 130.00
Transportation Planner II	Preparation of transportation planning analysis and report preparation, performs planning tasks, and prepares safety analysis and reports.	\$ 124.00
Construction Manager	Creates and manages construction schedules; Performs pre- and post-installation field reviews; shares lessons learned from installations, manages integration and testing in field.	\$ 124.00
Senior IT Consultant	Evaluates software or hardware development; wireframes; designs; and testing	\$ 120.00
ITS Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules.	\$ 116.00
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 116.00
Construction Engineer	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 124.00
ITS Engineer	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 116.00
Senior Construction Inspector	Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements.	\$ 114.00
Technical Specialist II	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts	\$ 96.00
IT Consultant	Evaluates software or hardware development; wireframes; designs; and testing	\$ 94.00
Transportation Planner	Preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 94.00
TMC Operator	Manage and/or staff traffic management center	\$ 92.00
Engineer In Training (EIT)	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 90.00
Construction Inspector	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 84.00
Technical Specialist I	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts	\$ 82.00
Data Analyst	Performs data analysis and reporting	\$ 76.00
Financial Manager	Responsible for QC of invoices and oversight of project financial management.	\$ 160.00
Project Administrator	Responsible for all accounting aspects of project.	\$ 126.00



# Exhibit B

Firm Name: Apex Design, PC

Title/Classification	Responsibilities	Rate/Hr.
Project Assistant	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 90.00
Administrative Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 72.00
Intern	CAD and project support	\$ 50.00

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: Apex Design, PC

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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 sub consultants.

### Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 ½" x 11") Black & White	\$ 0.10 / each
Copies (8 ½" x 11") Color	\$ 1.00 / each
Copies (11" x 17") Black & White	\$ 0.20 / each
Copies (11" x 17") Color	\$ 1.50 / each
Roll Plots	\$ 1.00 / S.F.
Outside – Materials/Supplies/Services	Cost Plus 10%

# Exhibit B

## SUB-CONSULTANT TEAM MEMBERS

**Firm Name:** Communication Infrastructure Group (CIG)

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		\$215.00
Chief Creative Officer		\$195.00
Senior Counselor		\$195.00
Senior Strategic Director		\$190.00
Counselor II		\$170.00
Counselor		\$141.00
Video Producer		\$141.00
Account Supervisor		\$129.00
Creative Art Director		\$126.00
Senior Associate		\$121.00
Video Editor/Videographer		\$115.00
Animator		\$115.00
Associate Creative Director		\$115.00
Photographer		\$100.00
Associate II		\$99.00
Graphic Designer		\$95.00
Web Designer		\$84.00
Associate		\$84.00
Administrative		\$84.00
Specialist		\$68.00

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

## **SUB-CONSULTANT TEAM MEMBERS**

**Firm Name:** Communication Infrastructure Group (CIG)

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.
Production Assistant		\$68.00
Account Coordinators		\$37.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 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: Communication Infrastructure Group (CIG)

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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 sub consultants.

### Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ .25 cents / each
Copies (8 1/2 x 14")	\$ .25 cents / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

# Exhibit C



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2020

3/3/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : Continental Casualty Company		20443
INSURER D : American Guarantee and Liab. Ins. Co.		26247
INSURER E : American Zurich Insurance Company		40142
INSURER F :		

**COVERAGES** DEAIN01 - MAIN CERTIFICATE NUMBER: 16624011 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO9830389	12/1/2019	12/1/2020	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP9830390	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-51N07076	12/1/2019	12/1/2020	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$1,000,000 \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9336626	12/1/2019	12/1/2020	<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
C	PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2019	12/1/2020	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 56TH AVE. WIDENING FROM PEORIA BLVD. TO PENA BLVD.

**CERTIFICATE HOLDER****CANCELLATION**

16624011 CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE ATTN: LAURA WASSON 201 WEST COLFAX AVENUE, DEPT. 608 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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