

## 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 **KIMLEY-HORN AND ASSOCIATES, INC.** (the "Design Consultant"), a North Carolina Corporation, whose address is 4582 South Ulster Street, Suite 1500, Denver, CO 80237

### **SECTION 1 – ENGAGEMENT**

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

**1.02 Line of Authority for Contract Administration.** The City's Executive Director of Public Works ("Director") 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 Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.

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

**2.03 Program and Budget.**

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

**2.04 Coordination and Cooperation.**

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

**2.05 Personnel Assignments.**

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City

approval, by practicing professional consultants outside of the employ of the Design Consultant.

- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.

- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

**2.06 Basic Services – General.**

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

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

**2.08 Additional Services.**

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **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 Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **20.74%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 100%.

(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 **ONE MILLION ONE HUNDRED TEN THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$1,110,350.00)**, 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 **TWELVE THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS AND FIFTY CENTS (\$12,421.50)** 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 THIRTY EIGHT DOLLARS AND FIFTY CENTS (\$138.50)**.

**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 TWENTY-TWO THOUSAND NINE HUNDRED AND TEN DOLLARS AND ZERO CENTS (\$1,122,910.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

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

### **4.01 Term.**

The Agreement will commence on execution of this Agreement and expire, unless sooner terminated, upon final completion of the Project.

### **4.02 Termination.**

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City's Responsibilities.**

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability

therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.

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

#### 5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

**5.03 Taxes and Licenses.** The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and

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

**5.04 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 contract, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.

5.07 **Insurance.**

- (a) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty

(30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under

any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

- (g) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs are outside the limits of liability;
  - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**5.08 Defense & Indemnification.**

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to

defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

Sections 1 through 5  
Exhibit A  
Exhibit B  
Exhibit C

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

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

time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

**5.13. Conflict of Interest.**

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

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

**5.17 Proprietary or Confidential Information.**

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean



geographic materials or Geographic Information Systems (“GIS”) data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- (b) The Consultant certifies that:
  - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
  - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

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

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

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

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

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

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

to the Design Consultant: Kimley-Horn and Associates, Inc.  
4582 South Ulster Street, Suite 1500,  
Denver, CO 80237

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

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

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

**5.28 Electronic Signatures and Electronic Records.** Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a

signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Exhibits A through C

Exhibit A  
Scope of Work



January 16, 2018

Rev. March 30, 2018

Mr. Dan Raine

Transportation & Mobility | Denver Public Works | City and County of Denver  
5<sup>th</sup> Floor, Webb Building  
201 West Colfax, Denver, CO 80202

**RE: *South Broadway Multimodal Transportation Design Project  
for Department of Public Works  
City and County of Denver, CO***

Dear Mr. Raine:

**Kimley-Horn and Associates, Inc.** ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City and County of Denver ("CCD") for providing professional civil engineering and planning services for the South Broadway Multimodal Transportation Design Project (the "Project") located in the City and County of Denver, Colorado.

This project understanding defines our scope of services and fee outlined below.

## **PROJECT UNDERSTANDING**

As outlined in the Project's RFQ dated August 30, 2017, Public Works began the second phase of the South Broadway study by opening a two-way, parking protected bike lane along a segment of South Broadway, from Bayaud to Virginia, as a short-term study to collect data and evaluate safety, mobility, and operational considerations of adding a permanent bikeway facility to the corridor in August, 2016. As of January 2017, the bikeway project continues to trend successfully for reasons including: a good bikeway design that was developed by the multi-disciplinary Project Management Team (PMT), a strong and responsive communications plan, a detailed evaluation methodology, a thorough public engagement process, and a steering committee with strong support from City Council District 7 and local and state advocacy organizations.

Public Works has implemented transit improvements in August 2017 along Broadway (Colfax to I-25) and the northern portion of Lincoln (7th to Colfax). Improvements implemented and include a 24-hour transit-only lane, red pavement marking treatments, bus stop consolidation, and other improvements. The red pavement markings will be studied for a year for their effectiveness in defining the dedicated travel space for transit – the results of the color pavement markings study will guide the City's decision of methods in helping define transit facilities.

This South Broadway Multimodal Design brings together the previous study efforts and advances the design of South Broadway as a multimodal street. It has several tasks that will run concurrently. One task is the development of a long-term, corridor wide concept plan with cost estimates for improvements from 16th Avenue to Interstate 25 (I-25). Because the corridor includes a vibrant mixed-use district with dense commercial and residential land uses, along with large-tract regional and state agencies and attractions, it is important that this task include an appropriately-scaled public engagement plan. Another task includes the design and development of construction plans for Broadway from Center Avenue to the Cherry Creek Trail. For this design task, local Residential Neighborhood Organizations

(RNO) and South Broadway Merchants, along with other stakeholders, will need to be consistently engaged throughout the duration of the project. The Consultant will coordinate with Public Works staff to engage individual businesses and residences along this construction design segment. The tasks of the project are further outlined below:

- Confirm and solidify a Living/Complete Street vision with the public and engaged stakeholders. Denver's Living Streets vision is to create vibrant places where people of all ages and physical abilities feel safe and comfortable using any mode of travel (walking, biking, transit, or driving), which is the CCD's goal for the South Broadway corridor.
- Develop a two-way enhanced bicycle facility concept design (10-30% design, aerial-based plans) for the Broadway corridor (I-25 to 16th) to educate the public, including cyclists, residents, and business owners and their employees, of the challenges and opportunities associated with developing a Complete Street with multimodal opportunities. This should include cross sections that indicate the scope of the improvements and modifications, including: signal and intersection modifications, signage and striping changes, and parking, bikeway, and transit improvements.
- Develop a transportation model (VISSIM) and collect data to evaluate traffic operations and transportation challenges including at the intersections in close proximity to South Broadway, Lincoln, 6th Avenue, Speer Boulevard, and 7th Avenue (AM/PM Existing Conditions for Calibration, Bikeway Concepts).
- Prepare a conceptual-level cost estimate for proposed corridor improvements.
- Hold PMT and steering committee meetings for concept development and public engagement process planning.
- Develop a Public Engagement Plan to include public meetings driven by technical milestones and business and resident workshops, and identify key project materials, including fact sheets, FAQs, and surveys readily available online.
- Design and prepare a construction bid package for improvements to the Broadway corridor, from Center Avenue to the Cherry Creek Trail. The design will be near-term implementation, linking to the existing bikeway study (Bayaud to Virginia) to the Cherry Creek Trail, creating one continuous facility that connects directly to the CCD's existing bikeway network. This design will include traffic signal and intersection reconstruction, the construction of vertical elements, bike lane and buffer zone design, on-street parking and loading zone modifications, the incorporation of enhanced transit improvements and elements, pedestrian improvements, and opportunities to accommodate transportation network companies (Uber, Lyft, taxi, and other rideshare operators).
- Conduct a parking inventory to document parking supply and occupancy. As an example, this could include 1-2 blocks east and west of Broadway. This will include Broadway, Lincoln Street, Acoma Street and Bannock Street. This effort will need to include an inventory of existing parking restrictions (time limits, etc.) and parking utilization surveys to document parking occupancy during the early morning, afternoon, evening, peak periods, etc., within the Broadway catchment area.
- Public engagement will focus on two groups impacted by the project:
  - The residents and businesses located adjacent to the design segment of the corridor and
  - The traveling public (commuters, etc.)

This engagement is anticipated to include specific outreach, including door-to-door, focus meeting, email, and in-person updates and collection of comments. Attendance and



presentations to the South Broadway Merchants Association and adjacent RNOs is recommended. The project website and online engagement tools can be used to collect feedback from both groups.

- A drainage study will be conducted as the design may require the relocation of drainage inlets (hydrology and hydraulic analysis) to accommodate planned pedestrian, transit and bicycle improvements. This study will focus on the relocated inlets. Evaluation of green infrastructure will be part of a separate evaluation.

The design of the Broadway corridor should address the existing and changing transportation, land use and parking needs of the South Broadway corridor area. Broadway is an important corridor within the Denver transportation network. A major link between downtown and I-25, this arterial has the opportunity to carry additional person trip capacity through bikeway, transit, and pedestrian improvements.

Broadway provides key connections for bicycle and transit travel to neighborhoods along and south of I-25. The combination of significant traffic volumes in close proximity to the trail along Cherry Creek creates a challenging environment for pedestrians and bicyclists. An extension of the current bikeway study, currently from Bayaud to Virginia, is essential to providing cyclists with a permanent transportation option along the corridor instead of competing for roadway space within an active travel lane or risking conflicts with pedestrians on the sidewalk. It is also important to solidify the transit enhancements to improve user experience and attract more ridership.

Another particular challenge is the traffic conditions along Broadway at 6th Avenue, Lincoln at 6th Avenue, Lincoln at Speer Boulevard, Broadway at Speer Boulevard and 7th Avenue. To fully explore multimodal concepts, a transportation model must be developed, requiring significant traffic data collection, such as peak period turning movement counts, travel time, and transit operations, while determining the feasibility of introducing a two-way bikeway through this complex series of intersections.

The PMT is an essential partner in developing corridor-wide concepts and costs, as well as the implementation-ready design that will require significant experience with transportation modelling, traffic signal systems, and civil engineering. The design process will require collaboration with transportation engineers, planners, and technicians from the CCD and the Regional Transportation District (RTD) throughout the design process (60%, 90%, 100%, Redlines), including a detailed project schedule through advertisement. A strong communications plan and robust steering committee, led by City Council District 7, CCD staff, and local and state advocacy organizations, will work with the project team on the public engagement process, including the development of milestone-specific materials for the project to be shared on CCD websites and social media. It is through coordination actions and partnerships that the CCD maintains a constant presence and contact with stakeholders located along the Broadway corridor.

In alignment with Denver's Strategic Transportation Plan, which promotes innovation to move more people by providing multimodal improvements, the consultant team will work to move forward these objectives while exploring opportunities and constraints and documenting potential trade-offs. While the inclusion of enhanced transit and bicycle facilities are the primary focus of this design project, it is also an opportunity to evaluate Broadway as a true Living/Complete Street.

Kimley-Horn, in conjunction with a team of engineers, planners, and other professionals makes up the Project Team.

## SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

### ***Task 1 – Project Management***

The Project will be managed by Public Works with assistance from the Project Team to provide engineering design and analysis. The Project Team will manage the day-to-day process under the direction of a Project Manager and PMT. Public Works will have primary authority for contract management, such as review and approval of monthly progress reports and invoices. The Public Works Project Manager will be responsible for the day-to-day management of the Project Team. The PMT may include representatives from Public Works, Community Planning and Development, and RTD.

With input from the PMT, Kimley-Horn will prepare a Project Management Plan for the project. The Project Management Plan will specify the roles and responsibilities of the Project Team; identify goals and key objectives; identify specific work tasks and sub-tasks; and provide a timeline, schedule, and scope of work.

This task recognizes the effort required to coordinate amongst the Project Team and the CCD throughout the length of the project. The Project Team will meet and conduct workshops with the PMT, and conduct public and stakeholder meetings throughout the life of the project. This task is intended to capture the effort required to prepare for, travel to, attend, and prepare meeting notes. The following meetings are anticipated:

- Bi-Weekly PM Meetings (up to twenty-six [26] meetings)
- Workshop Meetings (up to three [3] workshops to coincide with pre-60%, post-60% and pre-100% designs)
- Stakeholder Meetings (up to four [4] meetings)

As a part of this task, the Project Team will perform administrative aspects associated with the project. Effort associated with this task consists of setting up accounting, invoicing, and filing systems as well as monthly invoicing activities.

#### *Deliverables:*

- Project Management Plan with schedule
- Regular bi-weekly PM meetings
- Meeting notes from PMT or other project meetings
- Monthly invoices submitted to the CCD Project Manager

### ***Task 2 – Public and Stakeholder Engagement***

The project will have a public engagement/information plan for the two design tasks (concept and final) developed by the Project Team with input from the PMT. The Project Team will utilize creative and traditional community engagement techniques, including optional tasks, such as potential visualization projects or open streets events (in coordination with CCD-led permits and traffic control plan), as

needed to gather broader public input from user groups on the corridor. Case studies of similar corridors and other relevant data analysis will be incorporated to help demonstrate the economic benefits of the proposed corridor alternatives. The proposed public involvement process will consider peak walking and biking season activities to optimize participation, engage with transit riders and the traveling public, and have an ongoing presence with corridor stakeholders.

*Deliverables:*

- **Public Engagement Plan:** Define overarching outreach strategy, create a schedule of meetings and presentations based on key milestones and/or decision points, develop a message platform, and identify project materials.
  
- **Design Workgroup:** Form and convene up to four (4) meetings – two (2) with the Core Group and two (2) with the Core Group plus the Extended Group – as well as develop meeting handouts and presentations with ALT text. Comprised of community representatives from; business/merchant associations; neighborhood organizations; City Council and transportation, accessibility, and mobility advocates.
  - **Core Group** (Center Avenue to Cherry Creek Trail): Up to two (2) meetings. Informs design decisions at a high level of detail and supports outreach process.
  - **Expanded Group** (Core Group + 7<sup>th</sup> to 16<sup>th</sup> Street): Up to two 2 meetings. Informs the concept north of 7<sup>th</sup> Avenue/Lincoln to ensure cohesive corridor-wide concept consistency between short/long-term vision.
  
- **Large-Scale Community Events:** Organize, promote, and facilitate a mix of up to seven (7) traditional public meetings and pop-up engagement at existing community events in the corridor, including Bike to Work Day, farmers markets, festivals, advocacy events, etc. Outreach surges will target key project milestones, such as kickoff, 60% design, 90% design and phase conclusion. The Project Team will prioritize opportunities to support events led by multimodal partner organizations.
  
- **Small Group Briefings:** Provide strategy, planning, and facilitation support for the City's execution of up to eight (8) small group meetings and presentations with influential corridor stakeholders (e.g., local business leaders, residential neighborhood organizations, etc.).
  
- **Technical Working Group (TWG):** Provide strategy, planning, and facilitation support for the City's execution of up to two (2) Technical Working Group meetings at concept and 30%. Members may include internal CCD staff and representatives from the Regional Transportation District (RTD), DRCOG, TNCs (Uber/Lyft) and other interested external agencies. Results from TWG and PMT meetings will be shared with the Design Workgroup.
  
- **Project Materials:** Develop the following project materials:
  - Prepare meeting invites, including graphics/visual elements, for the above listed actions

- Project Updates: Develop and distribute up to four (4) email updates from the Project Team, including stakeholder database management and support the City’s execution of supplemental email updates as needed. These updates could also be used as news releases and the Project Team will work with Heather Burke and/or the CCD team to support media relations.
- Project Handouts: GBSM will develop up to two (2) project handouts (e.g., fact sheet and FAQs and conduct up to two (2) rounds of handout updates during the course of the project, as well as support development of associated project graphics, visualizations and renderings produced by DIG Studios and Two Hundred.
- Community Feedback Surveys: GBSM will develop methodology, questionnaire content, summary reports and support Two Hundred’s development of up to two (2) online comment forms that will be designed to gather broad community input at the 60% and 90% designs, as well as promote active survey participation (e.g., face-to-face, digital/sponsored content, etc.). The Project Team will analyze survey results and provide summary graphics for use in reports, presentations, email updates, etc.
- Presentation Materials: GBSM will identify urban design presentation boards, roll plot maps, visual simulations, comment forms and other materials needed for public events and support content development and design.
- **Strategy, Issues, Media and Project Management:** Participation in monthly, or as needed, PMT meetings, as well as provide up to 10 hours of senior-level strategic counsel, media support and response to any unforeseen events that may arise.

**Task 3 – Existing Conditions and Initial Document Review**

The intent of the Existing Conditions and Initial Document Review is to understand the current characteristics of the corridor and recently completed work.

The Project Team will collect, review, and analyze transportation and land use data. This data could include transportation and bicycle network connectivity, right-of-way and flowline widths, traffic infrastructure and operations, traffic volumes and turning movements, on-street parking and curb lane inventory and utilization data, transit operations, ridership and access, bicycle and pedestrian activity, bicycle parking, sidewalk and amenities zone characteristics, and land uses.

The Project Team will conduct a parking inventory and identify the parking supply and parking catchment area; this will include Broadway, Lincoln Street, Acoma Street and Bannock from Speer Avenue to Alameda and its cross-streets (from Lincoln Street to Bannock Street). This effort will include an inventory of existing parking management strategies (time limits, etc.) and parking utilization surveys to document parking occupancy during three peak periods to be determined with CCD staff, as well as explore opportunities for additional parking (where feasible) through modification of signage.

The Project Team will collect AM and PM peak period turning movement counts and daily traffic counts at the following intersections:

- Broadway & W. 8th Avenue
- Broadway & E. 7th Avenue
- Broadway & Speer Boulevard
- Broadway & W. 6th Avenue
- Broadway & E. 5th Avenue
- Lincoln Street & E. 5th Avenue
- Lincoln Street & W. 6th Avenue
- Lincoln Street & Speer Boulevard
- Lincoln Street & E. 7th Avenue
- Lincoln Street & E. 8th Avenue
- W. 6th Avenue & at N. Delaware Street
- W. 6th Avenue & N. Bannock Street
- W. 6th Avenue & Broadway
- W. 6th Avenue & Lincoln Street
- W. 6th Avenue & Speer Boulevard
- W. 6th Avenue & N. Sherman Street
- Speer Boulevard (NB) & Bannock Street
- Speer Boulevard (NB) & 8th Avenue
- Broadway and Illegal Pete's Driveway
- Broadway and McDonalds Driveway
- Broadway and Subway Driveway
- Broadway and TBD (at one location)

The Project Team will also consider information and recommendations from the Broadway/Baker plan, and review Blueprint Denver; Strategic Transportation Plan; the Livable Streets Initiative; Downtown Multimodal Access Plan; Downtown Area Plan; Denver Moves (Bicycles, Pedestrians & Trails [under development], and Transit [under development]); Golden Triangle Neighborhood Plan; Strategic Parking Plan; RTD's Civic Center Plan; RTD's Bus Speed, Delay, and Access Study; I-25/Broadway Station Plan; Baker/Broadway Parking Area Management Plan; Broadway/Lincoln Corridor Study; I-25 & Broadway CDOT Design Plans and the Broadway/Lincoln Transit Study. This includes a review of issues raised during the previous public participation efforts and future development projects to occur within the project area.

*Deliverables:*

- Map and graphics of existing conditions
- Memorandum summarizing the review and analysis of existing conditions and technical data, traffic data, and categorization of previous public feedback
- Economic Data Research and Analysis

**Task 4 – Project Development****Task 4a – Corridor-wide Concept Design and Cross-Section Alternatives (Center to 16th)**

The Project Team will develop one (1) concept design for the South Broadway corridor from Center Avenue to 16<sup>th</sup> Street that will consider a complete street/living street approach, examining opportunities for improvements that optimize multimodal operations and improve access and safety along and across the corridor. The concept design will also consider pedestrian and water quality design elements, such as sidewalk amenities, landscaping, and the potential for ultra-urban infrastructure elements. It is understood that a parallel planning effort is occurring at Broadway Station, limiting the southerly extent of our concept to Center Avenue.

The concept design will consider connections with the surrounding bicycle and an enhanced transit transportation network. The concept design will examine logical progression through the intersections of Broadway & 6th Avenue, Broadway & Speer Boulevard, and connection to the Cherry Creek Trail. The Project Team will examine the trade-offs related to curbside activities, such as parking and loading, and evaluate alternative parking management strategies. The concept design process may identify constraints in some segments of the Broadway corridor and need to introduce different cross-section characteristics. The Project Team will work with the PMT and stakeholders in preparation of the corridor-wide concept design preferred alternative and identify issues needing to be resolved in final design.

The Project Team will provide a concept-level engineer's opinion of probable construction cost (OPCC) and a construction phasing plan for the Broadway corridor from Center Avenue to 16th Avenue.

This will be an iterative design process and it is assumed that the Project Team will prepare for and attend up to two (2) workshops with the PMT as outlined in Task 1. Workshops will consist of up to a four (4) hour meeting at the CCD with the PMT to review design considerations and constraints along the corridor. Efforts associated with these workshops is included in Task 1.

**Deliverables:**

- Roll plot of preferred alternative concept design
- Summary of parking impacts for the concept design and preferred alternative
- Visual representation of preferred cross-section(s)
- Engineer's opinion of probable cost (OPCC) for preferred alternative
- Construction phasing plan for corridor

**Task 4b – VISSIM Analysis**

The Project Team will perform a VISSIM operations analysis of the existing conditions and the proposed multimodal improvements (existing plus project conditions for two scenarios) for the intersections of Broadway, 6th Avenue, Lincoln, Speer Boulevard, and 7th Avenue. The VISSIM operations analysis will evaluate motor vehicle travel time, transit and bicycle operations, and intersection level of service for this segment of the corridor. The Project Team will provide short videos of the before and after conditions for the preferred alternative to Public Works staff. The existing conditions and existing plus project conditions will be completed for the PM peak hour.

The Project Team will perform a traffic, transit, and on-street parking impact analysis identifying the net loss/gain of parking by type to understand the effects of proposed changes, determined with input from the PMT. This will include both corridor- and intersection-level investigation.

The Project Team will prepare for and attend up to one (1) Workshop. This workshop will consist of up to a two (2) hour meeting at the CCD to review the operational analysis along the corridor. It is anticipated that the VISSIM analysis will be presented to CTEC staff. Effort associated with these workshops is included in Task 1.

*Deliverables:*

- 2 minute VISSIM corridor flyover video showing existing condition
- 2 minute VISSIM corridor flyover videos showing two existing plus project conditions scenarios for bikeway alternatives (additional scenarios can be run as an optional task) including transit-only lanes and enhanced transit improvements along South Broadway.
- Slide presentation and technical memorandum (including methodology) of the VISSIM analysis summary
- VISSIM level of service output for technical appendix
- VISSIM Model (digital files)

**Task 5 – Final Design**

With direction from CCD staff and based on the PMT approved preferred alternative concept design, the Project Team will complete the final design for the proposed improvements for Broadway from Center Avenue to the Cherry Creek Trail. The scope of the design is anticipated to include the following:

- Two-way parking protected bicycle lane
- 24-hour transit-only lane, bus stop consolidation/enhancements and transit stop improvements
  - Transit stop locations and extents will be determined through the concept planning. Hardscape and urban design will be part of Optional Task 9 as this is identified.
- Traffic signal reconstruction at thirteen (13) signals along the corridor
- Intersection corner reconstruction (concrete sidewalk, ramps, and curb line modifications), including intersection improvements for connectivity/access to adjacent transit stops
- Signing and striping removal and installation
- Landscape architecture and irrigation design as Optional Task 9. This may include:
  - Planters in the bike/parking buffer, if this is the chosen element
  - Hardscape planning and design for up to five (5) bulbouts
  - Hardscape planning and design for up to three (3) RTD bus stop/stations
- Water quality infrastructure design, if this is the preferred alternative
  - For the base scope (5b-c) it is assumed that beyond the corner intersection treatments, the existing Broadway face of curb location will remain in its existing location
  - The Water Quality design is provided as Optional Task 8.



**Task 5a – Design Survey**

The Project Team will provide a design survey along the east side of Broadway from Center Avenue to Speer Boulevard, at each signalized intersection, and at the plaza connecting Broadway to the Cherry Creek Trail.

The Project Team will establish horizontal and vertical control points to conduct the survey. The horizontal control will be established utilizing GPS-RTK survey methods and based upon the existing CCD Local (UTM) coordinate system. The vertical control will be based upon the existing CCD vertical benchmark datum. The Project Team anticipate establishing intervisible control points at approximate 500-foot intervals, from which the survey data will be acquired. The vertical control will be established utilizing differential levels through each control point to ensure a high degree of vertical precision. Control points will consist of either an existing survey monument, a set 5/8"x18" rebar with a 1-1/2" green plastic cap labeled "control point," or a mag nail set in existing concrete or asphalt. The control points will be delineated on an overall Survey Control Diagram to be utilized during the construction phase of the project. The Survey Control Diagram will be signed and stamped by a Colorado Licensed Professional Land Surveyor and it will also depict and describe recovered existing monumentation, e.g. property corners, section corners and range points, within the survey limits to aid in monument perpetuation. The existing monumentation will be used to identify and establish the existing rights-of-way.

The Project Team will provide a detailed topographic and planimetric ground survey within the survey limits as shown in Appendix A. Cross sections of the roadway will be acquired at 50-foot intervals to include high points, low points, and significant breaks in terrain or profile. Contours within the final base map will be developed at a 1-foot contour interval. Conventional survey methods with total station will be utilized for data acquisition outside of the travelled lanes. Remote survey methods with laser scanning will be utilized for data acquisition within the traveled lanes. Survey limits will be constrained within the public right-of-way and shall include surface improvements and existing features as follows: edge of pavement, striping, flowline, lip, curb, roadway crown, medians, islands, edge of sidewalk, trees, landscaping areas, parking meters, planters, trash receptacles, benches, signs, ramps, drives, fences, and signage noting size and type, visible surface utilities and appurtenances such as utility poles, pedestals, junction boxes, transformers, lights, hydrants, manholes, valves, inlets, drainage pipes as well as any signs or markers indicating the location of underground utilities. Drainage structures will include invert elevation, pipe size and direction, and material where accessible.

Buried utilities will be marked in the field by a subconsultant and located utilizing remote survey methods and/or aerial imagery obtained from a unmanned aerial vehicle (UAV). Harris Kocher Smith (HKS) anticipates using this technology to supplement the design survey in lieu of traditional ground survey methods that typically require expensive permitting and/or traffic control. Locations will be shown on the design survey within the survey limits. The Project Team will provide invert elevations, size, and material for accessible storm and sanitary sewer appurtenances within the project extents. Traffic control will be provided within the traffic areas HKS field employees are restricted from entering confined spaces such as manholes and vaults. Invert elevations, pipe size,



and material will be acquired to the best of our abilities from the roadway surface and checked to CCD sewer maps.

The Project Team will provide a comprehensive right-of-way survey delineating the existing right-of-way within the survey limits as shown in Appendix A. HKS will perform a public records search of the CCD to recover deeds, plats, ordinances, agreements, and other pertinent information necessary to aid in the establishment of existing right-of-way. Survey will include the recovery/restoration and documentation of existing monumentation to include: section corners, range points, and property corners along the roadway corridor and its area of influence. Boundary survey and right-of-way determination will be completed accurately and sufficient to support any future acquisitions for roadway improvements if desired.

The Project Team will provide one (1) high resolution orthomosaic (image) of the project extents geo-referenced to the project's coordinate system. Average ground sampling distance of imagery will be approximately 1-2 centimeters.

The Project Team will operate below Denver Class B airspace and a certificate of authorization is not anticipated for this project.

The Project Team will establish ten (10) to fifteen (15) additional aerial control points relative to project control throughout the project extents to aid in the UAV data acquisition and post processing. Aerial control points will consist of a temporary marker, concrete nails, and/or paint.

Conduct UAV survey at an approximate flight height of 120-150 feet above ground line to acquire high resolution imagery for orthomosaic (image) deliverable.

Potholing is anticipated to be required for the project, and the fee per pothole is unknown at this time. An allowance has been included within the fee to account for potholing, and if additional fee is needed a scope modification will be requested. It is anticipated that the CCD will pay for any permitting or City fees needed for this work. Restoration costs will be passed through and are not included in our fee.

Survey base files in AutoCAD format shall be prepared utilizing survey line work. The survey will include right-of-way lines and existing surface utilities in addition to the top of grate and invert elevations at affected drainage structures and drainage facilities up/downstream from any affected drainage facilities.

It is not anticipated that a topographic survey of the entire final design segment will be necessary. The design survey limits should be reviewed and approved by the CCD staff prior to initiating.

#### **Task 5b – Final Design Package**

The Project Team will prepare a final design package and submit to the CCD for review through the CCD's ERA process. The final design package is anticipated to include the following items:

- Plans (11"x17")
- Project construction specifications (CCD and 2017 CDOT Specs)
- Engineer's opinion of probable cost (OPCC)
- Drainage memo for drainage inlet relocations to be initially submitted at 90% design

CCD standards, NACTO transit and bicycle design guidelines, and/or applicable CDOT standards will be used as the design basis. The final design package will be submitted to CCD for a review at the 60%, 90%, and 100% design levels. Documentation of revisions and responses to ERA comments shall also be provided. The drawings will show existing and proposed features above and below the ground surface. The plans are expected to consist of the following sheets:

- Cover sheet
- General notes
- Quantity summary/tabulations
- Survey/Monumentation/ROW control diagrams
- Geometric layouts
- Roadway removal plan sheets (if needed)
- Roadway/Intersection plan sheets
- Curb return profile sheets
- Curb ramp detail sheets
- Storm sewer plans and profiles (for storm sewers 18-inch diameter and greater)
- Traffic signal removal plans
- Traffic signal plans, including bicycle signals, bicycle/vehicle detection, transit operational improvements
- Tabulation of pavement markings and signing quantities
- Signing and striping plans
  - Layout with callouts for stripe types, widths & colors (demo & proposed striping), including details for any green/white paint symbols (such as bike symbols, conflict markings, and bike boxes); include any necessary adjustments on side streets.
  - Parking meter reconfiguration or parking restriction signage modifications as necessary as a separate plan set.
  - Proposed sign layout with callouts per CCD sign code, including any modifications to existing signs.
  - Dimensioning of proposed striping and signage improvements off of existing features, such as face of curb, center of existing stripe, etc.
  - Details/specs for any barrier features (if utilized)
- Tabulation of estimated construction traffic control devices and traffic control notes
- Miscellaneous details sheets (if needed)

The Project Team will design traffic signal designs at the following intersections per CCD standards and requirements. The traffic signal designs will include the locations of the traffic signal poles, ground boxes, controller cabinet, conduit runs, traffic signal signs, signal equipment, and mast arm lengths.

- Broadway & E. Center Avenue
- Broadway & E. Virginia Avenue
- Broadway & E. Alameda Avenue
- Broadway & W. Cedar Avenue
- Broadway & W. Bayaud Avenue
- Broadway & W. Archer Place
- Broadway & E. Ellsworth Avenue
- Broadway & W. Irvington Place
- Broadway & W. 1st Avenue
- Broadway & W. 2nd Avenue
- Broadway & W. 3rd Avenue
- Broadway & W. 6th Avenue
- Broadway & N. Speer Boulevard

The Project Team will prepare necessary project special construction specifications as a part of the final design package. The specifications will be formatted to supplement CDOT’s *Standard Specifications for Road and Bridge Construction, 2017 edition*. Drafts of the specifications will be submitted along with the 60%, 90%, and 100% level design submittals to CCD for review.

The Project Team will prepare an OPCC based on recent unit prices provided by CCD on other similar projects. The OPCC will be submitted along with the 60%, 90%, and 100% level design submittals to CCD for review.

A drainage memo may be prepared as an additional service by the Project Team for inclusion in the final design package. The scope of the drainage analysis is anticipated to include both hydraulic and hydrologic analysis for any modifications to the existing drainage infrastructure or drainage capacity within the roadway.

**Task 5c – Construction Bid Documents**

The Project Team will revise the 100% plans, engineer’s estimate and specifications for up to one (1) round of further CCD/ERA review comments and generate final construction bid documents for the project.

*Deliverables:*

- Final design and construction bid document packages (PDFs and native file formats (i.e. MS Excel, AutoCAD, MS Word)
- Design survey (AutoCAD format)

**Task 6 – Draft and Final Project Reports**

The Consultant will consolidate the results of previous deliverables and prepare a comprehensive report of the project design process and results. The Consultant will provide the draft report and design

work to the PMT for review and comment. After documenting the feedback and responses to comments, the consultant shall prepare a final report.

*Deliverables:*

- Draft report
- Final report

***Task 7 – Bikeway Extension to 7<sup>th</sup> and Lincoln***

With direction from CCD staff, the Consultant will prepare documentation as outlined in Task 5 to extend the bikeway and analysis to 7<sup>th</sup> and Lincoln. These improvements will be incorporated into the documentation outlined in Task 5.

***Task 8 – Water Quality Infrastructure Concept Design***

Kimley-Horn and DIG will prepare an analysis to identify the potential for water quality improvements throughout the corridor above the curb. Kimley-Horn will utilize Denver's 2-foot GIS contours to establish tributary areas and water quality control volumes for the proposed water quality improvements. DIG will help identify potential water quality treatments consistent with Denver's Ultra Urban design manual. Additionally, utility research will be limited to readily available documents provided by the City, Xcel, Denver Water and Century Link. Additional design survey and design scope and fee will be required to fully design these improvements should the City decide to move forward.

***Optional Task 9 – RTD Transit Stop Urban Design***

With direction from CCD staff, the Consultant will prepare design plans for the relation of the RTD bus stops. The scope and effort associated with this task will be determined upon feedback from RTD and CCD on the improvements to be included into the design. These improvements will be incorporated into the documentation outlined in Task 5.

***Optional Task 10 – Corridor Planning (Broadway from Speer Boulevard to 16<sup>th</sup> Street)***

Based on the information in the RFP, Kimley-Horn prepared scope for an in depth planning effort for the north section of Broadway from Speer Boulevard to 16th Street. Please see the supplemental scope and fee for this work in Appendix B.

***Optional Task 11 – Traffic Control Plans/Phasing***

The Kimley-Horn team can support by developing concept traffic control and phasing strategies for the Project. If desired, traffic control design drawings can be prepared under a separate contract.

***Optional Task 12 – Construction Phase Services***

The Kimley-Horn team can through providing construction phase service to support the implementation of the proposed improvements. The scope of this effort can be coordinated when desired by the City.

### **Optional Task 13 – On-call through the hard bid and construction**

The Kimley-Horn team can through on-call support services as needed. Scope and fee for these tasks will be coordinated and authorized by the City prior to starting work.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Water Quality Infrastructure Construction Document Design
- Landscaping Design
- Irrigation Design
- Drainage Memo
- Storm Sewer Plan and Profile Sheets beyond inlet relocations
- Corridor Planning (Broadway from Speer Boulevard to 16th Street)
- Traffic Control Plans
- ITS Conduit Design
- Construction Phase Services

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, this could include:

- Record drawings
- Accident data
- Previously prepared studies and reports

### **Schedule**

We will provide our services as expeditiously as practicable in accordance with a mutually agreeable schedule.

### **Fees and Expenses**

Kimley-Horn will perform the services in Tasks 1 – 6 for the labor fee outlined in the attached work plan.

Efforts will be invoiced monthly based upon the overall percentage of services performed. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within twenty-five (25) days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number which will be provided.

Exhibit B  
Key Personnel

**ATTACHMENT 2**  
**CONSULTANT TEAM MEMBERS**

**PRIME CONSULTANT: Kimley-Horn 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.
Admin. Assistant	Receptionist, Clerical, Production	\$75.00
Clerical/Admin	Accounting, Receptionist, Clerical, Production	\$80.00
Sr. Clerical/Admin	Accounting, Production	\$110.00
Designer	Design/Development of CAD Drawings	\$135.00
Analyst I	Planner/Design/Production/GIS	\$105.00
Analyst II	Planner/Design/Production/GIS	\$115.00
Analyst III	Planner/Design/Production/GIS	\$130.00
Engineer/Professional	Planner/Design/Production/GIS	\$145.00
Engineer I/Sr. Professional	Project Management/Design/Planning/Etc.	\$160.00
Sr. Engineer II/ Sr. Professional II	Project Management/Design/Planning/Etc.	\$175.00
Sr. Engineer III/ Sr. Professional III	Project Management/Design/Planning/Etc.	\$190.00
Technical Leader	Project Management/Design/Planning/Etc.	\$200.00
Project Director	Project Management/Design/Planning/Etc.	\$210.00
Principal	Project Management/Design/Planning/Etc.	\$220.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.9 - 3.9.

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

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn and Associates, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

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

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

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>2</u> / page



**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Fehr & Peers

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project oversight, report review, QA/QC of technical analysis and deliverables	\$225
Senior Associate	Project management, report preparation, QA/QC of technical analysis and deliverables	\$185
Associate	Project management, report preparation, analysis and deliverable production	\$160
Senior Transportation Planner/Engineer	Project management, technical memorandum preparation, analysis and deliverable preparation	\$150
Transportation Planner/Engineer	Data collection, analysis and deliverable preparation	\$140
Senior Technician	Analysis, CAD, design preparation, design review	\$150
Technician	Data collection, analysis and CAD	\$130
Senior Administrative Assistant	Subconsultant/vendor management, project setup, project accounting	\$110
Administrative Assistant	Project setup, project accounting	\$100
Intern	Data collection and analysis	\$90

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

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

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn (Subconsultant - Fehr & Peers)

(Consultant may copy this page or modify it to conform to the services being offered.)

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: GBSM, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
President/Principal	Senior-level strategy and counsel	\$275
Senior Associate	Project strategy, management and execution	\$210
Associate	Project execution, graphic design	\$145
Client Support	Project maintenance and administration	\$75

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

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

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn (Subconsultant - GBSM)

(Consultant may copy this page or modify it to conform to the services being offered.)

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

## SUB-CONSULTANT TEAM MEMBERS

**Firm Name:** Dig Studio

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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.
<i>Principal Landscape Architect</i>	<i>Project management, Design, Urban Design</i>	<i>\$140-180/hr</i>
<i>Project Manager- Landscape Architect</i>	<i>Project management, Design, Production</i>	<i>\$90-115/hr</i>
<i>Staff Landscape Designer</i>	<i>Design and Production</i>	<i>\$80-90/hr</i>

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

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

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn (Subconsultant - Dig Studio)

(Consultant may copy this page or modify it to conform to the services being offered.)

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Two Hundred

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.
Creative Lead	Oversight and creative development on all digital Public Information deliverables to include web development, visualization and video	\$150
Visualization Lead	Visualization development	\$100
Videographer/Editor	Videography, editing	\$100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub-Consultant: Two Hundred

(Consultant may copy this page or modify it to conform to the services being offered.)

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 cost shall not be reimbursable by the City for Prime Consultants.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 ½ x 11")	\$ / each
Copies (8 ½ x 14")	\$ / each
Red-line copies	\$ / S.F.
Reproducibles	\$ / page
Stock video/visualization	TBD



### SUB-CONSULTANT TEAM MEMBERS

Firm Name: ArLand LLC DBA ArLand Land Use Economics

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.
Project Manager / Principal	Project mgmt, quality control, lead analyst	\$165
GIS / Graphics	GIS analysis	\$120
Associate	Supporting analysis	\$105

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.

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn (Subconsultant: ArLand LLC DBA ArLand Land Use Economics)

(Consultant may copy this page or modify it to conform to the services being offered.)

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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Harris Kocher Engineering Group, Inc. DBA

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	Management of survey projects and managers	\$185.00
Associate Principal	Management of survey projects and managers	\$165.00
Survey Manager	Management of survey projects and managers	\$145.00
Survey Project Manager	Management of survey projects	\$120.00
Construction Survey Mgr	Management of survey construction staking proje	\$120.00
Project Surveyor	Drafting, calculations, written property description	\$105.00
1-man Survey Crew	Survey field work	\$130.00
2-man Survey Crew	Survey field work	\$170.00
Clerical	Clerical	\$90.00

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

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

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn (Subconsultant - Harris Kocher Engineering, Group, Inc. DBA)

(Consultant may copy this page or modify it to conform to the services being offered.)

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name:     Ridgeview Data Collection    

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project management, report preparation, and QC	\$95
Field Technician	On-site data collection	\$54
Data Analysis Technician	Computer analysis of video and data compilation	\$54
Administration	Administration duties	\$45

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:   2.7  .

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

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn (Subconsultant - Ridgeview Data Collection)

(Consultant may copy this page or modify it to conform to the services being offered.)

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Triax Engineering, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Chief Engineer	Professional Engineer, Provide technical direction and guidance to project engineer and other junior engineers	\$125.00
Project Engineer	Professional Engineer, Responsible for technical aspects of the project	\$110.00
Project Manager	Responsible for project scheduling and operations	\$85.00
Field Technicians	Responsible for conducting field operations under the direction of project engineer and project manager	\$55.00
Senior Field Technicians	Min. 5 years of experience, Responsible for conducting field operations under the direction of project engineer and PM	\$65.00
Clerical	Responsible for clerical and report preparation work	\$40.00
Drafting	Responsible for drafting engineering drawings, if required	\$45.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3-4.

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.

**REIMBURSABLE EXPENSES**

Prime Consultant: Kimley-Horn (Subconsultant - Triax Engineering), LLC

(Consultant may copy this page or modify it to conform to the services being offered.)

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

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- 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")	\$ <u>0.02</u> / each
Copies (8 1/2 x 14")	\$ <u>0.02</u> / each
Red-line copies	\$ <u>N/a</u> / S.F.
Reproducibles	\$ <u>N/a</u> / page



City and County of Denver  
South Broadway MultiModal Work Plan

Total \$ 1,110,350.00  
M/WBE \$ 241,365.00  
M/WBE % 21.74%  
Reimbursable Expenses \$ 12,421.50  
Contract Total (Labor + Expenses) \$ 1,122,910.00

Work Plan  
Thursday, August 09, 2018

Item	Task	Kimlev-Horn and Associates, Inc.						Fehr & Peers						
		Principal	Project Director	Engineer / Professional	Analyst III	Analyst I	Sr. Clerical Admin.	Principal (Ryan McClain)	Senior Associate (Charlie Alexander)	Associate (David Stanek)	Senior Engineer/Planner (Carly Sieff/Jim Moser)	Planner/Engineer (Nikki Silva)	Senior Engineering Tech.	Senior Administrative Assistant (Allee Rodenbaugh)
	Rate	\$ 220.00	\$ 210.00	\$ 145.00	\$ 130.00	\$ 105.00	\$ 80.00	\$ 215.00	\$ 185.00	\$ 155.00	\$ 135.00	\$ 120.00	\$ 145.00	\$ 105.00
	Hours	117.0	609.0	727.0	1,013.0	1,459.0	74.0	52.0	271.0	150.0	226.0	334.0	132.0	36.0
	Estimated Labor Total	\$ 25,740.00	\$ 127,890.00	\$ 105,415.00	\$ 131,690.00	\$ 153,195.00	\$ 5,920.00	\$ 11,180.00	\$ 50,135.00	\$ 23,250.00	\$ 30,510.00	\$ 40,080.00	\$ 19,140.00	\$ 3,780.00
	Estimated Total by Firm	\$ 549,850.00						\$ 178,075.00						
<b>1</b>	<b>Project Management</b>													
1.1	Project Management and Project Management Plan	4.0	40.0	25.0			24.0				12.0			4.0
1.2	Bi-Weekly PM Meetings	10.0	78.0	26.0	26.0					32.0		26.0	26.0	
1.3	Meeting Notes from PMT or Other Project Meetings		12.0	16.0	16.0									
1.4	Workshops with PMT		16.0	16.0	16.0					8.0			8.0	
1.5	Monthly Invoices submitted to Project Manager		18.0				18.0							
		14.0	164.0	83.0	58.0	-	42.0	-	52.0	-	26.0	34.0	-	4.0
		\$ 3,080.00	\$ 34,440.00	\$ 12,035.00	\$ 7,540.00	\$ -	\$ 3,360.00	\$ -	\$ 9,620.00	\$ -	\$ 3,510.00	\$ 4,080.00	\$ -	\$ 420.00
<b>2</b>	<b>Public and Stakeholder Engagement</b>													
2.1	Schedule Meetings and Presentations	12.0	36.0	24.0	8.0				40.0		20.0	20.0		4.0
2.2	Public Engagement Plan, Website Content, Project Materials	4.0	6.0	4.0										
2.3	Two Public Education Videos (start to finish production)													
2.4	Preparation for 3 online surveys and 5 email blasts													
2.6	Design Workshop													
2.7	Public Meetings													
2.8	Community Events/Pop-Up Engagement													
2.9	Community Surveys													
2.10	Materials: PIP/Messaging/Web/Video/Handouts/Email													
2.11	Technical Working Group													
2.12	Small Group Briefings													
2.13	Issues Management													
		16.0	42.0	28.0	8.0	-	-	-	40.0	-	20.0	20.0	-	4.0
		\$ 3,520.00	\$ 8,820.00	\$ 4,060.00	\$ 1,040.00	\$ -	\$ -	\$ -	\$ 7,400.00	\$ -	\$ 2,700.00	\$ 2,400.00	\$ -	\$ 420.00
<b>3</b>	<b>Existing Conditions &amp; Initial Document Review</b>													
3.1	Traffic Counts													
3.2	Data Collection and Document Review		2.0	2.0		4.0					10.0			
3.3	Review of Existing Conditions		1.0	2.0		4.0			10.0		20.0	20.0		
3.4	Parking Analysis		4.0	8.0		12.0			20.0		20.0	20.0		
3.5	Map and Graphics		2.0	2.0				8.0	20.0		30.0	40.0		8.0
3.6	Memorandum		4.0	4.0	12.0			8.0	10.0		20.0	40.0		
		-	13.0	18.0	12.0	20.0	-	16.0	60.0	-	100.0	120.0	-	8.0
		\$ -	\$ 2,730.00	\$ 2,610.00	\$ 1,560.00	\$ 2,100.00	\$ -	\$ 3,440.00	\$ 11,100.00	\$ -	\$ 13,500.00	\$ 14,400.00	\$ -	\$ 840.00
<b>4</b>	<b>Project Development</b>													
4A	Corridor-wide Concept Design & Cross-section Alternatives													
4A.1	Preferred Alternative Conceptual Design Roll Plot													
	Site Visit and Survey Verification				16.0	16.0								
	Base Map Preparation		1.0	2.0	12.0	18.0								
	Curb Lane Management Analysis/Recommendations													
	Sight Distance Analysis/Recommendations													
	Bio-swale/Green-Street/Water Quality	3.0	4.0	4.0	4.0	12.0								
	Landscaping		2.0	2.0	2.0	12.0								
	Conduit/Electrical	1.0	2.0	2.0	2.0	6.0								
	Conceptual Design(s)	1.0	2.0	4.0										
	Roll Plot	1.0	2.0	4.0										
	QC	1.0	2.0	4.0										
4A.2	Visual Representation		4.0	4.0										
4A.3	Conceptual-level Cost Estimate	1.0	2.0	4.0	2.0	8.0								
4A.4	Phasing Plan	1.0	8.0	12.0	4.0	6.0								
4B	VISSIM Analysis		12.0	4.0				8.0	30.0	150.0	80.0	80.0		8.0
		9.0	41.0	46.0	42.0	78.0	-	8.0	30.0	150.0	80.0	80.0	-	8.0
		\$ 1,980.00	\$ 8,610.00	\$ 6,670.00	\$ 5,460.00	\$ 8,190.00	\$ -	\$ 1,720.00	\$ 5,550.00	\$ 23,250.00	\$ 10,800.00	\$ 9,600.00	\$ -	\$ 840.00

City and County of Denver  
South Broadway MultiModal Work Plan

Total \$ 1,110,350.00  
M/WBE \$ 241,365.00  
M/WBE % 21.74%  
Reimbursable Expenses \$ 12,421.50  
Contract Total (Labor + Expenses) \$ 1,122,910.00

Work Plan  
Thursday, August 09, 2018

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	Rate	\$ 220.00	\$ 210.00	\$ 145.00	\$ 130.00	\$ 105.00	\$ 80.00	\$ 215.00	\$ 185.00	\$ 155.00	\$ 135.00	\$ 120.00	\$ 145.00	\$ 105.00
	Hours	117.0	609.0	727.0	1,013.0	1,459.0	74.0	52.0	271.0	150.0	226.0	334.0	132.0	36.0
	Estimated Labor Total	\$ 25,740.00	\$ 127,890.00	\$ 105,415.00	\$ 131,690.00	\$ 153,195.00	\$ 5,920.00	\$ 11,180.00	\$ 50,135.00	\$ 23,250.00	\$ 30,510.00	\$ 40,080.00	\$ 19,140.00	\$ 3,780.00
	Estimated Total by Firm	\$ 549,850.00						\$ 178,075.00						
<b>5</b>	<b>Final Design</b>													
5A	Design Survey													
5A.1	Allowance for Potholing		4.0											
5B	Final Design Package							8.0	20.0				20.0	2.0
5B.1	30% Design													
	Traffic Signals		24.0	26.0	104.0	240.0								
	Roadway/Paving/Bulb-Out		14.0	30.0	60.0	160.0								
	Vertical Elements		14.0	15.0	30.0	45.0								
5B.2	60% Design Package													
	Traffic Signals		16.0	26.0	104.0	130.0								
	Roadway/Paving/Bulb-Out		14.0	30.0	60.0	160.0								
	Vertical Elements		8.0	12.0	16.0	24.0								
5B.3	90% Design Package													
	Traffic Signals		10.0	26.0	39.0	52.0								
	Roadway/Paving/Bulb-Out		6.0	15.0	15.0	30.0								
	Vertical Elements		4.0	4.0	8.0	10.0								
5B.4	Final Design Package							16.0	45.0			80.0	88.0	8.0
	Cover Sheet		1.0	1.0		2.0								
	General Notes		1.0	2.0		5.0								
	Quantity Summary and Tabulations		2.0	4.0	4.0	8.0								
	Survey Control Diagrams		2.0	2.0	2.0	8.0								
	Geometric Layouts		2.0	2.0	2.0	8.0								
	Roadway Removal Plan Sheets		12.0	15.0	24.0	48.0								
	Roadway/Intersection Plan Sheets		12.0	15.0	24.0	48.0								
	Curb Return Profile Sheets		12.0	15.0	24.0	48.0								
	Curb Ramp Detail Sheets		12.0	15.0	24.0	48.0								
	Traffic Signal Removal Plans		12.0	26.0	39.0	40.0								
	Traffic Signal Plans		12.0	26.0	39.0	40.0		4.0	24.0				24.0	2.0
	Signing and Striping Tabulations		2.0	4.0	4.0	10.0								
	Parking Meter Reconfiguration		8.0		20.0	30.0								
	Signing and Striping Sheets		12.0	24.0	24.0	48.0								
	Standard Details		1.0	2.0	2.0	4.0								
	Utility Clearance Form and 5 Field Visits		10.0	10.0	10.0									
	QC (5%)	16.0	30.0	40.0										
5B.5	Final Design Cost Estimate		2.0	5.0	5.0	25.0								
5C	Construction Bid Documents		8.0	10.0	10.0	10.0								
		16.0	267.0	402.0	693.0	1,281.0	-	28.0	89.0	-	-	80.0	132.0	12.0
		\$ 3,520.00	\$ 56,070.00	\$ 58,290.00	\$ 90,090.00	\$ 134,505.00	\$ -	\$ 6,020.00	\$ 16,465.00	\$ -	\$ -	\$ 9,600.00	\$ 19,140.00	\$ 1,260.00
<b>6</b>	<b>Draft and Final Project Reports</b>													
6.1	Draft Report	16.0	6.0	20.0	20.0		16.0							
6.2	Final Report	16.0	6.0	20.0	20.0		16.0							
		32.0	12.0	40.0	40.0	-	32.0	-	-	-	-	-	-	-
		\$ 7,040.00	\$ 2,520.00	\$ 5,800.00	\$ 5,200.00	\$ -	\$ 2,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7</b>	<b>Bikeway Extension to 7th and Lincoln</b>													
7.1	Construction Documents Sim to Task 5	20.0	30.0	100.0	80.0	80.0								
		20.0	30.0	100.0	80.0	80.0								
		\$ 4,400.00	\$ 6,300.00	\$ 14,500.00	\$ 10,400.00	\$ 8,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ 44,000.00							
<b>8</b>	<b>Water Quality Infrastructure Concept Design</b>													
8.1	Water Quality Infrastructure Concept Design	10.0	40.0	10.0	80.0									
		10.0	40.0	10.0	80.0	-	-	-	-	-	-	-	-	-
		\$ 2,200.00	\$ 8,400.00	\$ 1,450.00	\$ 10,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ 22,450.00							

City and County of Denver  
 South Broadway MultiModal Work Plan

Work Plan  
 Thursday, August 09, 2018

Total \$ 1,110,350.00  
 M/WBE \$ 241,365.00  
 M/WBE % 21.74%  
 Reimbursable Expenses \$ 12,421.50  
 Contract Total (Labor + Expenses) \$ 1,122,910.00

Item	Task	Kimlev-Horn and Associates, Inc.						Fehr & Peers						
		Principal	Project Director	Engineer / Professional	Analyst III	Analyst I	Sr. Clerical Admin.	Principal (Ryan McClain)	Senior Associate (Charlie Alexander)	Associate (David Stanek)	Senior Engineer/Planner (Carly Sieff/Jim Moser)	Planner/Engineer (Nikki Silva)	Senior Engineering Tech.	Senior Administrative Assistant (Allee Rodenbaugh)
<b>EXP</b>	<b>Reimbursable Expenses</b>													
	Reimbursable Expenses	1,500.0						1,500.0						
	<b>Total Labor Fee</b>													
	<b>Total Expense Fee</b>													
	<b>Additional Services</b>													
	<b>Contract Total</b>													
<b>9</b>	<b>RTD Transit Stop Urban Design</b>													
9.1	RTD Transit Stop Urban Design	5.0	30.0	15.0	60.0	15.0								
		5.0	30.0	15.0	60.0	15.0	-	-	-	-	-	-	-	-
		\$ 1,100.00	\$ 6,300.00	\$ 2,175.00	\$ 7,800.00	\$ 1,575.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							18,950.0							
<b>10</b>	<b>Corridor Planning (TBD)</b>													
8.1	Corridor Planning (TBD)	250.0												
		250.0	-	-	-	-	-	-	-	-	-	-	-	-
		\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>11</b>	<b>Traffic Control Plans/Phasing</b>													
11	Traffic Control Plans/Phasing	8.0	16.0	16.0	20.0									
		8.0	16.0	16.0	20.0	-	-	-	-	-	-	-	-	-
		\$ 1,760.00	\$ 3,360.00	\$ 2,320.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							10,040.00							
<b>12</b>	<b>Construction Phase Services</b>													
12	Construction Phase Services		20.0	20.0										
		-	20.0	20.0	-	-	-	-	-	-	-	-	-	-
		\$ -	\$ 4,200.00	\$ 2,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>13</b>	<b>On-Call</b>													
13	On-call													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City and County of Denver  
South Broadway MultiModal Work Plan

Work Plan  
Thursday, August 09, 2018

Base	Total	\$	1,110,350.00
	M/WBE	\$	241,365.00
	M/WBE %		21.74%
	Reimbursable Expenses	\$	12,421.50
Contract Total (Labor + Expenses)		\$	1,122,910.00

Item	Task	GBSM				DIG Studio					ArLand	Two Hundred		
		Andy Mountain	Miles Graham / Senior Associate	Associate	Client Support	Gretchen Wilson	Bill Vitek	Allison Graham	Xuemei Li	Irrigation Design	Arleen Taniwaki	Marjorie Alexander	Karen Olson	Robert Ortega
	Rate	\$ 275.00	\$ 210.00	\$ 145.00	\$ 75.00	\$ 140.00	\$ 180.00	\$ 115.00	\$ 95.00	\$ 95.00	\$ 165.00	\$ 150.00	\$ 120.00	\$ 120.00
	Hours	10.0	316.0	385.0	215.0	84.0	14.0	172.0	244.0	-	50.0	67.0	22.0	30.0
	Estimated Labor Total	\$ 2,750.00	\$ 66,360.00	\$ 55,825.00	\$ 16,125.00	\$ 11,760.00	\$ 2,520.00	\$ 19,780.00	\$ 23,180.00	\$ -	\$ 8,250.00	\$ 10,050.00	\$ 2,640.00	\$ 3,600.00
	Estimated Total by Firm	\$			141,060.00	\$				57,240.00	\$ 8,250.00	\$		16,290.00
<b>1</b>	<b>Project Management</b>													
1.1	Project Management and Project Management Plan		25.0	30.0		4.0		12.0				8.0		
1.2	Bi-Weekly PM Meetings		25.0							12.0				
1.3	Meeting Notes from PMT or Other Project Meetings													
1.4	Workshops with PMT					6.0		12.0						
1.5	Monthly Invoices submitted to Project Manager					6.0		5.0				9.0		
		-	50.0	30.0	-	16.0	-	-	-	-	12.0	17.0	-	-
		\$ -	\$ 10,500.00	\$ 4,350.00	\$ -	\$ 2,240.00	\$ -	\$ -	\$ -	\$ -	\$ 1,980.00	\$ 2,550.00	\$ -	\$ -
<b>2</b>	<b>Public and Stakeholder Engagement</b>													
2.1	Schedule Meetings and Presentations										6.0			
2.2	Public Engagement Plan, Website Content, Project Materials										32.0	15.0		
2.3	Two Public Education Videos (start to finish production)											15.0	10.0	30.0
2.4	Preparation for 3 online surveys and 5 email blasts											16.0	10.0	
2.6	Design Workshop		60.0	55.0	40.0									
2.7	Public Meetings		80.0	115.0	80.0	12.0		24.0	32.0					
2.8	Community Events/Pop-Up Engagement		40.0	50.0	45.0									
2.9	Community Surveys		10.0	20.0	10.0									
2.10	Materials: PIP/Messaging/Web/Video/Handouts/Email		40.0	75.0	10.0									
2.11	Technical Working Group		20.0	15.0	15.0									
2.12	Small Group Briefings		16.0	25.0	15.0									
2.13	Issues Management	10.0												
		10.0	266.0	355.0	215.0	12.0	-	24.0	32.0	-	38.0	46.0	20.0	30.0
		\$ 2,750.00	\$ 55,860.00	\$ 51,475.00	\$ 16,125.00	\$ 1,680.00	\$ -	\$ 2,760.00	\$ 3,040.00	\$ -	\$ 6,270.00	\$ 6,900.00	\$ 2,400.00	\$ 3,600.00
<b>3</b>	<b>Existing Conditions &amp; Initial Document Review</b>													
3.1	Traffic Counts													
3.2	Data Collection and Document Review													
3.3	Review of Existing Conditions													
3.4	Parking Analysis													
3.5	Map and Graphics					4.0	1.0	12.0	24.0			4.0	2.0	
3.6	Memorandum					4.0	1.0	12.0	24.0					
		-	-	-	-	8.0	2.0	24.0	48.0	-	-	4.0	2.0	-
		\$ -	\$ -	\$ -	\$ -	\$ 1,120.00	\$ 360.00	\$ 2,760.00	\$ 4,560.00	\$ -	\$ -	\$ 600.00	\$ 240.00	\$ -
<b>4</b>	<b>Project Development</b>													
4A	Corridor-wide Concept Design & Cross-section Alternatives													
4A.1	Preferred Alternative Conceptual Design Roll Plot													
	Site Visit and Survey Verification													
	Base Map Preparation													
	Curb Lane Management Analysis/Recommendations													
	Sight Distance Analysis/Recommendations													
	Bio-swale/Green-Street/Water Quality													
	Landscaping					12.0		36.0	48.0					
	Conduit/Electrical													
	Conceptual Design(s)													
	Roll Plot													
	QC													
4A.2	Visual Representation					4.0		24.0	32.0					
4A.3	Conceptual-level Cost Estimate													
4A.4	Phasing Plan													
4B	VISSIM Analysis					4.0		8.0	12.0					
		-	-	-	-	20.0	-	68.0	92.0	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ 7,820.00	\$ 8,740.00	\$ -	\$ -	\$ -	\$ -	\$ -

City and County of Denver  
South Broadway MultiModal Work Plan

Work Plan  
Thursday, August 09, 2018

Base	Total	\$	1,110,350.00
	M/WBE	\$	241,365.00
	M/WBE %		21.74%
	Reimbursable Expenses	\$	12,421.50
Contract Total (Labor + Expenses)		\$	1,122,910.00

Item	Task	GBSM				DIG Studio					ArLand	Two Hundred		
		Andy Mountain	Miles Graham / Senior Associate	Associate	Client Support	Gretchen Wilson	Bill Vitek	Allison Graham	Xuemei Li	Irrigation Design	Arleen Taniwaki	Marjorie Alexander	Karen Olson	Robert Ortega
	Rate	\$ 275.00	\$ 210.00	\$ 145.00	\$ 75.00	\$ 140.00	\$ 180.00	\$ 115.00	\$ 95.00	\$ 95.00	\$ 165.00	\$ 150.00	\$ 120.00	\$ 120.00
	Hours	10.0	316.0	385.0	215.0	84.0	14.0	172.0	244.0	-	50.0	67.0	22.0	30.0
	Estimated Labor Total	\$ 2,750.00	\$ 66,360.00	\$ 55,825.00	\$ 16,125.00	\$ 11,760.00	\$ 2,520.00	\$ 19,780.00	\$ 23,180.00	\$ -	\$ 8,250.00	\$ 10,050.00	\$ 2,640.00	\$ 3,600.00
	Estimated Total by Firm	\$			141,060.00	\$				57,240.00	\$ 8,250.00	\$		16,290.00
<b>5</b>	<b>Final Design</b>													
5A	Design Survey													
5A.1	Allowance for Potholing													
5B	Final Design Package													
5B.1	30% Design													
	Traffic Signals													
	Roadway/Paving/Bulb-Out													
	Vertical Elements													
5B.2	60% Design Package													
	Traffic Signals													
	Roadway/Paving/Bulb-Out													
	Vertical Elements													
5B.3	90% Design Package													
	Traffic Signals													
	Roadway/Paving/Bulb-Out													
	Vertical Elements													
5B.4	Final Design Package													
	Cover Sheet													
	General Notes													
	Quantity Summary and Tabulations													
	Survey Control Diagrams													
	Geometric Layouts													
	Roadway Removal Plan Sheets													
	Roadway/Intersection Plan Sheets													
	Curb Return Profile Sheets													
	Curb Ramp Detail Sheets													
	Traffic Signal Removal Plans													
	Traffic Signal Plans													
	Signing and Striping Tabulations													
	Parking Meter Reconfiguration													
	Signing and Striping Sheets													
	Standard Details													
	Utility Clearance Form and 5 Field Visits													
	QC (5%)													
5B.5	Final Design Cost Estimate													
5C	Construction Bid Documents													
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>6</b>	<b>Draft and Final Project Reports</b>													
6.1	Draft Report					8.0	4.0	16.0	16.0					
6.2	Final Report					8.0	4.0	16.0	16.0					
		-	-	-	-	16.0	8.0	32.0	32.0	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ 2,240.00	\$ 1,440.00	\$ 3,680.00	\$ 3,040.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7</b>	<b>Bikeway Extension to 7th and Lincoln</b>													
7.1	Construction Documents Sim to Task 5													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>8</b>	<b>Water Quality Infrastructure Concept Design</b>													
8.1	Water Quality Infrastructure Concept Design					12.0	4.0	24.0	40.0					
		-	-	-	-	12.0	4.0	24.0	40.0	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ 1,680.00	\$ 720.00	\$ 2,760.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
										\$ 8,960.00				

City and County of Denver  
 South Broadway MultiModal Work Plan

Work Plan  
 Thursday, August 09, 2018

Base  
 Total \$ 1,110,350.00  
 M/WBE \$ 241,365.00  
 M/WBE % 21.74%  
 Reimbursable Expenses \$ 12,421.50  
 Contract Total (Labor + Expenses) \$ 1,122,910.00

Item	Task	GBSM				DIG Studio					ArLand	Two Hundred		
		Andy Mountain	Miles Graham / Senior Associate	Associate	Client Support	Gretchen Wilson	Bill Vitek	Allison Graham	Xuemei Li	Irrigation Design	Arleen Taniwaki	Marjorie Alexander	Karen Olson	Robert Ortega
	Rate	\$ 275.00	\$ 210.00	\$ 145.00	\$ 75.00	\$ 140.00	\$ 180.00	\$ 115.00	\$ 95.00	\$ 95.00	\$ 165.00	\$ 150.00	\$ 120.00	\$ 120.00
	Hours	10.0	316.0	385.0	215.0	84.0	14.0	172.0	244.0	-	50.0	67.0	22.0	30.0
	Estimated Labor Total	\$ 2,750.00	\$ 66,360.00	\$ 55,825.00	\$ 16,125.00	\$ 11,760.00	\$ 2,520.00	\$ 19,780.00	\$ 23,180.00	\$ -	\$ 8,250.00	\$ 10,050.00	\$ 2,640.00	\$ 3,600.00
	<b>Estimated Total by Firm</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>EXP</b>	<b>Reimbursable Expenses</b>													
	Reimbursable Expenses	5,200.0				4,021.5						200.0		
	<b>Total Labor Fee</b>													
	<b>Total Expense Fee</b>													
	<b>Additional Services</b>													
	<b>Contract Total</b>													
<b>9</b>	<b>RTD Transit Stop Urban Design</b>													
9.1	RTD Transit Stop Urban Design					30.0	12.0	120.0	240.0	60.0				
		-	-	-	-	30.0	12.0	120.0	240.0	60.0	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ 4,200.00	\$ 2,160.00	\$ 13,800.00	\$ 22,800.00	\$ 5,700.00	\$ -	\$ -	\$ -	\$ -
										48,660.0				
<b>10</b>	<b>Corridor Planning (TBD)</b>													
8.1	Corridor Planning (TBD)													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>11</b>	<b>Traffic Control Plans/Phasing</b>													
11	Traffic Control Plans/Phasing													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>12</b>	<b>Construction Phase Services</b>													
12	Construction Phase Services													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>13</b>	<b>On-Call</b>													
13	On-call													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Labor Total \$ 1,110,350.00  
M/WBE Labor \$ 241,365.00  
M/WBE % 21.74%  
Reimbursable Expenses \$ 12,421.50  
Additional Services \$ 138.50  
Contract Total (Labor + Expenses) \$ 1,122,910.00

Item	Task	HKS				Triax	Ridgview	TOTALS	Comments
		Associate Principal (Aaron Murphy)	Survey Project Manager (Aaron Handl)	1 Man Survey Crew (Jake Smith)	2 Man Survey Crew (Jake Smith & Kody Semora)	Utility Vendor Cost (add alternate)	Vinod Ravindran		
	Rate	\$ 165.00	\$ 120.00	\$ 130.00	\$ 170.00			4,420.0	
	Hours	33.0	300.0	208.0	80.0			53,930.0	
	Estimated Labor Total	\$ 5,445.00	\$ 36,000.00	\$ 27,040.00	\$ 13,600.00	\$ 46,500.00	\$ 20,000.00	\$ 11,000.00	1,110,350.0
	Estimated Total by Firm	\$				128,585.00	\$ 20,000.00	\$ 11,000.00	
<b>1</b>	<b>Project Management</b>								
1.1	Project Management and Project Management Plan								188.0
1.2	Bi-Weekly PM Meetings								261.0
1.3	Meeting Notes from PMT or Other Project Meetings								44.0
1.4	Workshops with PMT								82.0
1.5	Monthly Invoices submitted to Project Manager								56.0
		-	-	-	-	-	-	-	631.0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	99,705.00
<b>2</b>	<b>Public and Stakeholder Engagement</b>								
2.1	Schedule Meetings and Presentations								170.0
2.2	Public Engagement Plan, Website Content, Project Materials								61.0
2.3	Two Public Education Videos (start to finish production)								55.0
2.4	Preparation for 3 online surveys and 5 email blasts								26.0
2.6	Design Workshop								155.0
2.7	Public Meetings								343.0
2.8	Community Events/Pop-Up Engagement								135.0
2.9	Community Surveys								40.0
2.10	Materials: PIP/Messaging/Web/Video/Handouts/Email								125.0
2.11	Technical Working Group								50.0
2.12	Small Group Briefings								56.0
2.13	Issues Management								10.0
		-	-	-	-	-	-	-	1,226.0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	183,220.00
<b>3</b>	<b>Existing Conditions &amp; Initial Document Review</b>								
3.1	Traffic Counts								-
3.2	Data Collection and Document Review								18.0
3.3	Review of Existing Conditions								57.0
3.4	Parking Analysis								84.0
3.5	Map and Graphics								157.0
3.6	Memorandum								139.0
		-	-	-	-	-	-	-	455.0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 11,000.00	\$ 92,920.00
<b>4</b>	<b>Project Development</b>								
4A	Corridor-wide Concept Design & Cross-section Alternatives								-
4A.1	Preferred Alternative Conceptual Design Roll Plot								-
	Site Visit and Survey Verification								32.0
	Base Map Preparation								33.0
	Curb Lane Management Analysis/Recommendations								-
	Sight Distance Analysis/Recommendations								-
	Bio-swale/Green-Street/Water Quality								27.0
	Landscaping								114.0
	Conduit/Electrical								13.0
	Conceptual Design(s)								7.0
	Roll Plot								7.0
	QC								7.0
4A.2	Visual Representation								68.0
4A.3	Conceptual-level Cost Estimate								17.0
4A.4	Phasing Plan								31.0
4B	VISSIM Analysis								396.0
		-	-	-	-	-	-	-	752.0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	102,030.00

Need to confirm/Clarify KHA/F&P roles, responsibilities, and effort.  
Need to confirm/Clarify KHA/F&P roles, responsibilities, and effort.  
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Need to confirm/Clarify KHA/F&P roles, responsibilities, and effort.  
Need to confirm/Clarify KHA/F&P roles, responsibilities, and effort.  
conceptual design roll plot?  
No effort for KHA/F&P specifically for this task.  
No effort for KHA/F&P specifically for this task.

Labor Total \$ 1,110,350.00  
M/WBE Labor \$ 241,365.00  
M/WBE % 21.74%  
Reimbursable Expenses \$ 12,421.50  
Additional Services \$ 138.50  
Contract Total (Labor + Expenses) \$ 1,122,910.00

Item	Task	HKS				Triax	Ridgview	TOTALS	Comments
		Associate Principal (Aaron Murphy)	Survey Project Manager (Aaron Handl)	1 Man Survey Crew (Jake Smith)	2 Man Survey Crew (Jake Smith & Kody Semora)	Utility Vendor Cost (add alternate)	Vinod Ravindran		
	Rate	\$ 165.00	\$ 120.00	\$ 130.00	\$ 170.00			4,420.0	
	Hours	33.0	300.0	208.0	80.0			53,930.0	
	Estimated Labor Total	\$ 5,445.00	\$ 36,000.00	\$ 27,040.00	\$ 13,600.00	\$ 46,500.00	\$ 20,000.00	\$ 11,000.00	1,110,350.0
	Estimated Total by Firm	\$				128,585.00	\$ 20,000.00	\$ 11,000.00	
<b>5</b>	<b>Final Design</b>								
5A	Design Survey		33.0	300.0	208.0	80.0	14,000.0		14,621.0
5A.1	Allowance for Potholing						32,500.0		
5B	Final Design Package								50.0
5B.1	30% Design								-
	Traffic Signals								394.0
	Roadway/Paving/Bulb-Out								264.0
	Vertical Elements								104.0
5B.2	60% Design Package								-
	Traffic Signals								276.0
	Roadway/Paving/Bulb-Out								264.0
	Vertical Elements								60.0
5B.3	90% Design Package								-
	Traffic Signals								127.0
	Roadway/Paving/Bulb-Out								66.0
	Vertical Elements								26.0
5B.4	Final Design Package								237.0
	Cover Sheet								4.0
	General Notes								8.0
	Quantity Summary and Tabulations								18.0
	Survey Control Diagrams								14.0
	Geometric Layouts								14.0
	Roadway Removal Plan Sheets								99.0
	Roadway/Intersection Plan Sheets								99.0
	Curb Return Profile Sheets								99.0
	Curb Ramp Detail Sheets								99.0
	Traffic Signal Removal Plans								117.0
	Traffic Signal Plans								171.0
	Signing and Striping Tabulations								20.0
	Parking Meter Reconfiguration								58.0
	Signing and Striping Sheets								108.0
	Standard Details								9.0
	Utility Clearance Form and 5 Field Visits								30.0
	QC (5%)								86.0
5B.5	Final Design Cost Estimate								37.0
5C	Construction Bid Documents								38.0
		\$ 33.0	\$ 300.0	\$ 208.0	\$ 80.0	\$ 46,500.00	\$ -	\$ -	17,617.0
		\$ 5,445.00	\$ 36,000.00	\$ 27,040.00	\$ 13,600.00	\$ 46,500.00	\$ -	\$ -	523,545.00
<b>6</b>	<b>Draft and Final Project Reports</b>								
6.1	Draft Report								122.0
6.2	Final Report								122.0
									244.0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	33,520.00
<b>7</b>	<b>Bikeway Extension to 7th and Lincoln</b>								
7.1	Construction Documents Sim to Task 5								310.0
									310.0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	44,000.00
<b>8</b>	<b>Water Quality Infrastructure Concept Design</b>								
8.1	Water Quality Infrastructure Concept Design								\$ 140.00
									140.0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	31,410.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	31,410.00

13 Signals - Center, Virginia, Alameda, Cedar, Bayaud, Archer, Ellsworth, Irvington, 1st, 2nd, 3rd, 6th, Speer

Need to confirm/Clarify KHA/F&P roles, responsibilities, and effort.

Need to confirm/Clarify KHA/F&P roles, responsibilities, and effort.

KHA Lead - Troy Russ  
KHA Lead - Troy Russ



Labor Total \$ 1,110,350.00  
 M/WBE Labor \$ 241,365.00  
 M/WBE % 21.74%  
 Reimbursable Expenses \$ 12,421.50  
 Additional Services \$ 138.50  
 Contract Total (Labor + Expenses) \$ 1,122,910.00

Item	Task	HKS				Triax	Ridgview	TOTALS	Comments
		Associate Principal (Aaron Murphy)	Survey Project Manager (Aaron Handl)	1 Man Survey Crew (Jake Smith)	2 Man Survey Crew (Jake Smith & Kody Semora)	Utility Vendor Cost (add alternate)	Vinod Ravindran		
	Rate	\$ 165.00	\$ 120.00	\$ 130.00	\$ 170.00			4,420.0	
	Hours	33.0	300.0	208.0	80.0	46,500.0	-	53,930.0	
	Estimated Labor Total	\$ 5,445.00	\$ 36,000.00	\$ 27,040.00	\$ 13,600.00	\$ 46,500.00	\$ 20,000.00	\$ 11,000.00	1,110,350.0
	<b>Estimated Total by Firm</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>128,585.00</b>	<b>\$ 20,000.00</b>	<b>\$ 11,000.00</b>	
<b>EXP</b>	<b>Reimbursable Expenses</b>								
	Reimbursable Expenses							\$ 12,421.50	
	<b>Total Labor Fee</b>							<b>\$ 1,110,350.00</b>	
	<b>Total Expense Fee</b>							<b>\$ 12,421.50</b>	
	<b>Additional Services</b>							<b>\$ 138.50</b>	
	<b>Contract Total</b>							<b>\$ 1,122,910.00</b>	
<b>9</b>	<b>RTD Transit Stop Urban Design</b>								
9.1	RTD Transit Stop Urban Design							\$ 125.00	
		-	-	-	-	-	-	125.0	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,610.00	
								\$ 67,610.00	
<b>10</b>	<b>Corridor Planning (TBD)</b>								
8.1	Corridor Planning (TBD)							\$ 250.00	
		-	-	-	-	-	-	250.0	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000.00	
<b>11</b>	<b>Traffic Control Plans/Phasing</b>								
11	Traffic Control Plans/Phasing							60.0	
		-	-	-	-	-	-	60.0	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,040.00	
								\$ 10,040.00	
<b>12</b>	<b>Construction Phase Services</b>								
12	Construction Phase Services							\$ 40.00	
		-	-	-	-	-	-	40.0	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,100.00	
<b>13</b>	<b>On-Call</b>								
13	On-call							\$ -	
		-	-	-	-	-	-	-	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Exhibit C  
Insurance

**CERTIFICATE OF LIABILITY INSURANCE**

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 any rights to the certificate holder in lieu of such endorsement(s).

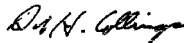
<b>PRODUCER</b> Greying Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> 770-552-4225 <b>E-MAIL ADDRESS:</b> jerry.noyola@greying.com	<b>FAX (A/C, No):</b> 866-550-4082
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<b>INSURER A :</b> National Union Fire Ins. Co.	<b>NAIC #</b> 19445
	<b>INSURER B :</b> Aspen American Insurance Company	<b>NAIC #</b> 43460
	<b>INSURER C :</b> New Hampshire Ins. Co.	<b>NAIC #</b> 23841
	<b>INSURER D :</b> Lloyds of London	<b>NAIC #</b> 085202
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 18-19**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 <input checked="" type="checkbox"/> <b>Contractual Liab.</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5268169	04/01/2018	04/01/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>25,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4489663	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			CX005FT18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	015893685 (AOS) 015893686 (CA) 039326820 (ME)	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	<b>Professional Liab</b>			P070831800	04/01/2018	04/01/2019	Per Claim \$ <b>2,000,000</b> Aggregate \$ <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Re: South Broadway Multimodal Transportation Design Project; Brian Valentine. The City and County of Denver, its elected and appointed officials, employees & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> City & County of Denver David Relaford 201 West Colfax Avenue Denver, CO 80202	<b>CANCELLATION</b> 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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## DESCRIPTIONS (Continued from Page 1)

required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201843805-00

**Contractor Name:** KIMLEY-HORN AND ASSOCIATES, INC.

**KHAMT  
53**

By: 

Name: BRIAN VALENTE, P.E.  
(please print)

Title: VICE PRESIDENT  
(please print)

**ATTEST: [if required]**

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

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

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

