DESIGN SERVICES AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **TSIOUVARAS SIMMONS HOLDERNESS, INC.**, a Colorado corporation, 5690 DTC Blvd., Level 3 Ste. 345W, Greenwood Village, CO 80111-3230 (the "Design Consultant" or "Consultant"), jointly "the Parties".

RECITALS:

- **A.** The City desires professional architecture and engineering design services in support of the Quebec Street Multi-modal Improvements 13th-26th (the "Project"); and
- **B.** The Design Consultant represents that its members include a duly licensed engineer/architect of the State of Colorado and that the Design Consultant has the present capacity and is experienced and qualified to perform professional architectural and engineering design services for the City in connection with the Project as specified in this Agreement; and
- **C.** Design Consultant is ready, willing and able to provide the services described herein.
- **NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

SECTION 1 – ENGAGEMENT

- **1.01 Engagement.** The City engages the Design Consultant with respect to the furnishing of professional design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.
- 1.02 <u>Line of Authority for Contract Administration</u>. The City's Manager of Public Works ("Manager" or "Executive Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager'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 Manager's approval. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager's behalf by written notice to the Design Consultant.
- **1.03** <u>Independent Contractor</u>. 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 **Exhibits A and A-1.**

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other projects for the Project in a format that complies with all City requirements as well

as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Manager and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is

required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost will be provided to the Design Consultant upon execution of this Agreement.

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

2.04 <u>Coordination and Cooperation.</u>

- (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** (and any supplements to **Exhibit B**) will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit 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 Manager 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 Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Manager 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 Manager considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Manager 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 Manager'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 Manager 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 Manager before they are assigned to a specific project.
- (k) The Manager shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.
- **2.07** Basic Services Phase Specific. The Basic Services which must be performed on the Project have been separated into the phases described below. This initial agreement will establish the tasks and a maximum price for Phases I, II and III. The City has no obligation to proceed with Phases II or III. If, in its sole discretion, the City decides to authorize Design Consultant to proceed with Phase II or III those phases will be authorized in writing by the City.
 - (a) Phase I Environmental Assessment, Preliminary Engineering, Preliminary ROW Maps and Public Involvement: Phase I Environmental Assessment, Preliminary Engineering, Preliminary ROW Maps and Public Involvement consists of all Phase I work described in Exhibit A. The Design Consultant shall satisfactorily complete all Phase I work in Exhibit A as part of Design Consultant's basic services for Phase I.

- (b) **Phase II Final Design, Final ROW Maps and Continued Public Involvement:** Phase II Final Design, Final ROW Maps and Continued Public Involvement consists of all Phase II work described in **Exhibit A-1.** The Design Consultant shall satisfactorily complete all Phase II work in **Exhibit A-1** as part of Design Consultant's basic services for Phase II. Any Phase II work performed by consultant before the City executes a written authorization to commence Phase II will be performed at the Consultant's risk.
- (c) **Phase III Construction Management:** If the City, in its sole discretion, decides to proceed with Phase III Construction Management, Design Consultant and City will develop a Scope of Work that will be incorporated into this agreement by written amendment. A draft of Phase III work is attached as **Exhibit A-2.** Any Phase III work performed by Design Consultant before the City executes a written amendment will be performed at the Design Consultant's risk.

2.08 Additional Services.

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibit D** (and any supplements thereto), of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.
- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit D**;

- 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
- 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 **Surveying and Testing.**

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

The Consultant agrees to comply with all requirements of the City's Equal Employment Opportunity program and the Federal Disadvantaged Business Enterprise Participation program as set out in Article III, Division 2, Chapter 28 of the Denver Revised Municipal Code, 49 C.F.R. Part 26, and any rules, regulations, and guidelines set forth thereunder for such programs. This compliance shall include the obligation to maintain throughout the term of the contract that level of DBE participation upon which the Agreement was initially awarded, unless otherwise authorized by the law or any rules, regulations, or guidelines. The Consultant identified in its Proposal DBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 20%.

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** <u>Fee for basic services</u>. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed:
- (a) **Fee for Phase I Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase I basic services rendered hereunder, a fee not to exceed **TWO MILLION FIVE HUNDRED SEVENTY TWO THOUSAND SEVEN HUNDRED AND EIGHTY DOLLARS AND 00/100** (\$2,572,780.00), in accordance with the billing rates and project budget stated in **Exhibit D**.
- (b) **Fee for Phase II Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase II basic services rendered hereunder, a fee not to exceed **ONE MILLION TWO HUNDRED EIGHTY-ONE THOUSAND AND EIGHTY-THREE DOLLARS AND 00/100** (\$1,281,083.00), in accordance with the billing rates and project budget in **Exhibit D**.
- (c) Fee for Phase III Basic Services: The City agrees to pay the Design Consultant, as full compensation for all Phase III basic services rendered hereunder, a fee not to exceed **ZERO DOLLARS AND 00/100** (\$0.00) in accordance

with the billing rates and project budget in **Exhibit D.**

- 3.03 <u>Reimbursable Expenses</u>. Except for those reimbursable expenses specifically identified in **Exhibits A, A-1 and D** or pre-approved in writing by the City, all other expenses are 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 **SEVENTY-FOUR THOUSAND FIVE HUNDRED AND TWENTY-SEVEN DOLLARS AND 00/100 (\$74,527.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.
- **3.04.** <u>Additional Services</u>. 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 **TWO HUNDRED AND SIXTY-SEVEN THOUSAND ONE HUNDRED AND TEN DOLLARS AND 00/100** (\$267,110.00).
- **Invoicing and Payment**. The City will make monthly progress payments 3.05 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 Manager, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Manager. 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).

3.06 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION ONE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100** (\$4,195,500.00) (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 **Exhibits A, A-1**

- **and D**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Manager at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on 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 Manager.
- (b) The Manager may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Manager. 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 <u>Taxes and Licenses</u>. 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 Manager, 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** <u>Design Consultant's Records</u>. Records of the Design Consultant's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Design Consultant shall be kept on a generally recognized accounting basis. The Design Consultant agrees that any duly authorized

representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Design Consultant, involving transactions related to this Agreement.

- 5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.
- 5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Design Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Design Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 Insurance.

(a) General Conditions: Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or nonrenewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Design Consultant. Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

of this Agreement, and that any such rejections previously effected, have been revoked as of the date Design Consultant executes this Agreement.

- (g) <u>Commercial General Liability:</u> Design Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) <u>Business Automobile Liability:</u> Design Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement
- (i) **Professional Liability:** Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

(j) Additional Provisions:

- (1) For Commercial General Liability and Excess Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests, separation of insureds or cross liability provision; and
 - (iv) A provision that coverage is primary and noncontributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (3) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Design Consultant shall notify the City within ten (10) days and reinstate aggregates required.

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) Design Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- **5.09** Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- **5.10** Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A, A-1 Scope of Work Exhibit B Key Personnel

Exhibit C ACORD Certificate of Insurance

Exhibit D Rates and Fee Estimate

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, A-1
Exhibit D
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** <u>Time is of the Essence</u>. 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.**

- City Information: The Design Consultant acknowledges and (a) accepts that, in performance of it 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** <u>Disputes.</u> 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 Manager.
- **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 <u>Advertising And Public Disclosure</u>. 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 Manager, 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 Manager 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 Manager, 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: Manager of Public Works

201 West Colfax Avenue, Dept. 601

Denver, Colorado 80202

to the Design Consultant: Tsiouvaras Simmons Holderness, Inc.

5690 DTC Bv Level 3 Ste 345 W Greenwood Village, CO 80111-3230 Attention: George Tsiouvaras, P.E.

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

- 5.26 <u>Severability</u>. 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.

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

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Contract Control Number:	
IN WITNESS WHEREOF, the parties h Denver, Colorado as of	ave set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By



Contractor Name:	Tsiouvaras Simmons Holderness, Inc.
	By: Junge M. Te
	Name: SEORGE N. TSIOUVAIZAS (please print)
	Title: PRESIDENT (please print)
	ATTEST: [if required]
	By:
	Name:(please print)
	Title:(please print)

PWADM-201628915-00

Contract Control Number:



The City and County of Denver (CCD) Public Works Department is implementing a program of multimodal improvements to Quebec Street from 13th to 26th Avenues, a distance of approximately 6550ft. Including one block west of Quebec Street to Poplar Street and one block east to Quince Street approximately 375 ft. at each of the major signalized intersections of 13th, 14th, Colfax, 17th, Montview and 23rd Avenues to determine project needs and requirements. In addition, for coordination purposes with the separate Syracuse Street ped/bike project currently underway by CCD, the project area will include four blocks east to Syracuse Street approximately 1350 ft. for ped/bike connectivity and mobility coordination efforts. All other non-signalized intersections with Quebec Street between 13th and 26th Avenue shall extend approximately 200 ft. Coordination with the Colfax BRT study for evaluating whether elements of the Colfax BRT needs should be considered for incorporation into the Quebec Street project.

Several transportation studies and plans are, or will be, developed by CCD over the same approximate timeframe of this Quebec Street project and should be considered during the alternatives development and refinement process and during design. These current and pending studies and plans include:

- ➤ Blueprint Denver (update from 2002 version)
- ➤ Game Plan (Denver Parks and Recreation, update from 2003 version)
- Denver Moves: Pedestrian and Bicycle Facilities (update from Pedestrian Master Plan (2004) and Denver Moves: Bicycles (2011)
- ➤ Denver Moves : Transit Plan (new)
- Colfax Corridor Connection (Bus Rapid Transit Evaluation/NEPA CatEx) (in progress)

The following represents the scope of work defined by CCD and the TSH Team (Consultant):

OVERVIEW OF SCOPE & PHASES

The project is programmed for implementation in three phases as follows:

Phase 1: NEPA evaluation, documentation and finding (assumed to be an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI)); public and agency outreach and coordination; conceptual and preliminary design; survey; and right-of-way mapping. Upon FONSI approval and signature by CDOT/FHWA (project goal by February 2018), the project may proceed into Phase 2 as authorized by CCD. The goal objective of Phase 1 services is to position the project to obtain the required clearances for NEPA/Environmental, Design, ROW and Utilities to meet the Ad for Bid funding requirements of September 30, 2019.

Phase 2: Final design of the Preferred Alternative improvements; final right-of-way mapping and surveying services; right-of-way acquisition process; and meet goal objectives of Phase 2 services by obtaining project permits and clearances for environmental (phase 1), design, right of way, and utilities are necessary to advertise the project for bids by September 30, 2019 in compliance with applicable CCD, CDOT, and FHWA regulations, standards and guidelines including funding requirements.

Phase 3: Project construction with minimum Consultant work activities to assist the City with construction administration support services of the construction by the Contractor.

The specific scope of work tasks/activities for Phase 1 are detailed below:

PHASE 1 TASKS:

The TSH team will work with CCD Public Works to conduct a NEPA environmental analysis and public process to evaluate the Recommended Action from the Quebec Alternatives Analysis (AA), and a range of reasonable alternatives as well as the No-Action Alternative, as required, in order for CCD, CDOT, and FHWA to identify and approve a Preferred Alternative for design and construction/implementation. This scope assumes that the appropriate NEPA process/documentation will be an EA; however, the final decision on the level of NEPA compliance will be made by CDOT and FHWA following agency scoping. If the level of NEPA compliance is other than an EA (e.g., Categorical Exclusion or Environmental Impact Statement), any necessary changes in the scope of services will be negotiated with the Consultant team.

On Quebec Street from 23rd to 26th Ave, per the DRCOG TIP funding and IGA with CDOT sidewalk improvements are identified as the extent of the improvements for this portion of the project. It is anticipated at a minimum that sidewalk improvements will be made and the existing asphalt pavement will have a 2-inch mill and overlay, stripping, markings, signage and that the existing traffic signal at 26th will not need improvements (inventory of existing signalization will be required). Phase 2 may entail full reconstruction (but it is not part of the scope of work); therefore, during Phase 1 the Consultant will obtain the necessary data necessary to implement a full reconstruction effort i.e. utility coordination, drainage analysis, roadway geometry, traffic and safety analysis, street lighting, efficient transit for corridor, etc.

Phase 1 tasks include the following activities:

- 1 Project Management: The Consultant will provide consultant project management services to include design team coordination, sub consultant coordination, monthly invoices, and general project management. The Consultant (TSH and each sub consultant) shall provide Quality Control and Quality Assurance (QA/QC) with an emphasis that each consultant's work is accurate, clear and concise especially upon inclusion of each consultant's work into the project. Including and not limited to the NEPA environmental documents, project plans, technical reports, technical specifications and construction cost estimates.
- 1.1 **Meetings:** The following meeting are anticipated outside of the Public Information process meetings.
 - 1) **Project Leadership Team (PLT)** The Consultant Team (TSH, Pinyon and GBSM) will meet up to once a month for 18 months with CCD, CDOT and FHWA to discuss issues and make decision on critical aspects of the project.
 - 2) **Technical Advisory Group** (**TAG**) The Consultant Team (TSH, Pinyon) will meet up to once a month for 16 months with staff specialist from CCD, CDOT, RTD and FHWA to review technical elements including proposed approach methods, analysis, and mitigation for specific multimodal elements of the project including bicycle/ped and transit, traffic, environmental resources, etc.
 - 3) Agency Scoping and Kickoff Meeting: Hold one meeting with CCD, CDOT, and FHWA staff to review the scope of work, schedule, deliverables and expectations for the project. It is anticipated that the level of NEPA documentation required will be identified at this meeting, although the CCD and the Consultant understand that the context and intensity of impacts along with the level of controversy identified during the NEPA process could affect this determination.

- 4) Concept Plan Review Meeting: The Consultant will hold one Concept Plan Review meeting to solicit comments from CDOT staff. FHWA and City staff will be invited to participate in the review. The Consultant will submit Concept Plans through the City ERA review and comment process. The City desires to have City ERA comments available for Concept Plan Review meeting with CDOT staff in the event City staff are not able to attend.
- 5) Preliminary Design Review Meeting: The Consultant will hold one Preliminary design review meeting to solicit comments from CDOT staff on the preliminary (FIR) plans. FHWA and City staff will be invited to participate in the FIR review. The Consultant will submit Preliminary Design (FIR) Plans through ERA with combined responses to the comments matrix from Concept Plan Review by FHWA, CDOT and City. The Consultant will identify comments that are in conflict for resolution of comments for determining a clear guidance for advancing design to the next phase. The City desires to have City ERA comments available for FIR Review meeting with CDOT staff prior to the FIR meeting.
- 6) The Consultant will prepare a Draft combined response matrix of comments from Preliminary Plan (FIR) Review with an emphasis on identifying any comments that are in conflict and requiring resolution for clear guidance and direction for Final Design effort associated with Phase 2.

2 Environmental Activities and NEPA Documentation

- 2.1 Project Definition and Purpose and Need Statement CCD and the Consultant (TSH and Pinyon) will develop a draft Purpose and Need Statement based on preliminary traffic, engineering and environmental data and findings; this Purpose and Need statement may be refined throughout the NEPA process to reflect agency and public input and additional data and findings; 2) evaluate "logical termini" and provide sufficient analysis of environmental elements; and 3) ensure that the project corridor has "independent utility" and does not restrict consideration of alternatives of other reasonably foreseeable transportation improvements. The Consultant assumes, for the purposes of scoping the level of effort, that the termini for the Project are 26th Avenue and 13th Avenue with transitions to the existing roadway template at both intersections.
- 2.2 Understanding of Existing Conditions and Environment/Scoping The Consultant (Pinyon) will identify existing environmental, cultural and human resources within the project area. This task includes "scoping" with interested public and agency stakeholders, which may result in the establishment of a technical advisory committee or similar. Anticipated resource topics requiring consideration include multimodal transportation, land use, hazardous materials, environmental justice including aging populations, historic resources, noise, air quality, water quality and water resources, visual quality, vegetation, wildlife including migratory birds, special status, and threatened and endangered species, economic resources, socio-economic resources, Section 4(f)/6(f) resources, and other resources identified during project scoping or during resource evaluations.
- 2.3 Alternatives Development and Evaluation The Consultant (Pinyon, TSH, Apex) will conduct technical review of project alternatives previously evaluated in the Quebec AA, including the recommended Context-Sensitive 4-Lane alternative to update, confirm, and document a reasonable range of alternatives into one Action alternative in addition to the No Action alternative that address the Purpose and Need for the project. It is anticipated that variations (shall consist of divided or painted median configurations, increased tree lawn widths, varying traffic lane widths, access control options, multimodal bicycle/pedestrian, transit, and traffic opportunities, or a combination of these potential variations) will be considered for development of the one Action alternative. The

alternatives development and evaluation shall consist of addressing each variation independently to identify the benefits and impacts of each and consider packaging variations into one action alternative. Evaluation is expected to include updating traffic analyses according to the 2040 DRCOG Regional Travel Model. A detailed tiered evaluation of the range of alternatives will be conducted by applying engineering, environmental, social, and economic criteria to assess the ability of the alternatives to best meet the Purpose and Need of the project, to evaluate impacts of the alternatives, and to identify the need for and ability to mitigate impacts. Workshops may be held with key stakeholders including the Peak Performance team and the internal project team to conduct the alternative screening process including the establishment of screening criteria. Screening criteria generally include, but are not limited to:

- **Purpose and Need**: safety, traffic operations, emergency service access, impacts on transit systems including the proposed Colfax Bus Rapid Transit (BRT) system, pedestrians and bicyclists, access to/from jobs, and consistency with adopted land use plans.
- **Environment:** "fatal flaw" analysis including ability to meet the Purpose and Need followed by a more refined screening based on direct impacts to: environmental justice and aging populations, right of way and relocations, economic resources, visual, historic resources, and Section 4(f)/6(f) resources.
- Cost/Constructability: cost effectiveness, cost within existing funding limits, consistency with other transportation projects, constructability, infrastructure sustainability and resiliency, and operations/maintenance issues.
- 2.4 Impact Assessment and Mitigation Measures The Consultant (Pinyon) will evaluate direct. indirect, and cumulative impacts that would result from implementation of the Action Alternatives (up to two) as well the No-Action Alternative. Resources that are not present or likely to be impacted will be dismissed from analysis with a brief explanation as to the rationale for omission. The Consultant (Pinyon) will identify and assess the applicability of mitigation measures and monitoring procedures for successful implementation. Applicable mitigation measures will be documented in the EA and on CDOT's standard mitigation tracking matrix for use in Phases 2 and 3 of the Project. Refer to Pinyon's attached cost spreadsheet for additional detail of level of impact analysis and documentation by resource. To streamline reviews and comments from CDOT and FHWA on each Technical Report, the City's NEPA/Environmental Project Manager will coordinate review and comments with CDOT/FHWA and then coordinate comments with Consultant (Pinyon) for inclusion into each FINAL Technical Report for the project. One round of review are budgeted prior to submittal with the draft EA. Contingent upon accurate, concise and complete submittals by consultant.
- 2.5 NEPA Environmental Assessment Documentation The Consultant (Pinyon) will prepare the EA document in a format consistent with accepted FHWA and CDOT NEPA policy and guidelines. If appropriate, the consultant will prepare a FONSI for the project. The EA **FONSI** and documents will be reviewed by CCD, CDOT, FHWA, and other regulatory agencies, as required. The consultant will submit documents in draft form and make appropriate changes as required and submit final versions of the EA and subsequent FONSI document to CCD for acceptance and signature approval by CDOT and FHWA. Two rounds of review are assumed for the EA and the FONSI; the first will be a concurrent review by CCD and CDOT and the second will be by CDOT/FHWA. The Team will utilize the standard CDOT comment/response matrix for review and revision. It is assumed that no new analyses are required after publication of the EA

- 2.6 30-day Review Period The EA will be published and distributed to up to five locations including CCD, CDOT, FHWA, and two locations in the Corridor for public review and comment for 30 days. During the 30-day review period, public comment will be solicited through stakeholder notifications that are anticipated to be both mailers and electronic delivery, a public meeting, website, and special interest groups including committees that may be formed during the EA process. The Consultant will categorize comments and address those that are substantive in the FONSI.
- 2.7 *Project File* The Consultant will establish and maintain an electronic project file for the duration of the project that is consistent with AASHTO's July 2006 guidance.
- 2.8 Categorical Exclusion for Right-of-Way Acquisition – The Consultant (Pinyon) will provide environmental support for completion of CDOT Form 128 for acquisition of one **CCD** parcel. realizes that early right-of-way acquisition, prior to a NEPA decision document, is "at risk" and cannot be used in the identification of the Preferred Alternative. Environment support includes completion of an Initial Site Assessment (ISA) and CDOT Form 881, assessment of historic and archaeological resources (assumed not to be present), biological and resources. The Consultant assumes that air quality, noise, Water of the US including wetlands, threatened and endangered species, Section 4(f) properties, and Section 6(f) properties are not present and do not need to be addressed. Please refer to Pinyon's attached cost spreadsheet for additional detail of level of impact analysis and documentation by resource. It is not clear if this scope of work item will be needed. If needed this work would be done under the additional services budget and through consultation with CDOT and FHWA for acceptance as a prudent approach for the project.

3 Conceptual and Preliminary Design Work:

The Consultant will develop conceptual and preliminary engineering plans of the Preferred Alternative and recommend for consensus by the FHWA, CDOT and City up to one other action alternatives to approximately 10-15 percent completion, except in locations or for conditions where additional level of detail would assist in determining the benefits or impacts of one alternative over another. It is anticipated that variations (shall consist of divided or painted median configurations, increased tree lawn widths, varying traffic lane widths, access control options, multimodal bicycle/pedestrian, transit, and traffic opportunities, or a combination of these potential variations) will be considered for development of the one Action alternative. Addressing each variation independently to identify benefits and impacts of each and consider packaging variations in one Action Alternative. At these locations, up to 30 percent engineering detail may be required. In order to support the development of up to 30 percent conceptual design plans additional tasks may be undertaken, including:

3.1 Conceptual and Preliminary Roadway and Civil Engineering Design:

Conceptual engineering plans of alternative options shall include the following.

- Preparation of design criteria using CCD standards
- Development of up to (4) four roadway section options
- Development of up to (3) three horizontal alignment options
- Development of right-of-way impacts for each option evaluated
- Conceptual multimodal improvements and layouts (pedestrian, and transit facilities) for each option evaluated

Preliminary engineering plans of the preferred alternative developed from the conceptual options shall include the following.

- Development of horizontal and vertical geometry
- Development of roadway section elements including laneage, tapers, transitions, curb and gutter, sidewalk, medians, islands, walls, fences, etc.
- Pedestrian, bicycle, and transit facilities
- Preliminary roadway grading
- Preliminary construction phasing concepts
- Preliminary outline of project and standard special provisions
- 3.2 Conceptual Drainage Design The existing drainage conditions for the Quebec Corridor are poor and most of the existing drainage provisions are from the 1920's and 1930's in the form of siphons that conveys the drainage from the east side of Quebec to the west side of Quebec Street and then the use of the existing street network to convey the drainage towards the Park Hill Basin from 13th to 26th Avenue's and Ferril Lake at City Park from 13th to 6th Avenue's. There is a great need for drainage improvements to improve drainage for the Quebec Street Corridor in accordance with the CCD Storm Drainage Design and Technical Criteria including Federal, State and CCD funding requirements.

The Stapleton and Lowry developments include master drainage infrastructure including regional drainage facilities that should be explored as a drainage opportunity where Quebec Street serves as a principal/major arterial that connects the two developments. The following are some examples of drainage opportunities for consideration to determine the feasibility for a drainage solution on the project:

- Detention/retention ponds along Quebec Street Corridor as part of the consideration of purchasing property for the Quebec Project.
- Linear detention/retention ponds along the existing ROW of the signalized arterials with Quebec i.e. $23^{rd}/22^{nd}$ (60 ft. of ROW on $23^{rd}/22^{nd}$ versus 80 ft. on Quebec), Montview (125 ft. of ROW on Montview versus 78 ft. on Quebec), 17^{th} (105 ft. of ROW on 17^{th} versus 58 ft. on Quebec), and in the vicinity of Colfax Avenue (105 ft. of ROW versus 60 ft. of ROW on Quebec) down to 13^{th} Avenue (82 ft. of ROW versus 52 ft. of ROW on Quebec).
- The existing parks (Fred Thomas Park with potential connection to Westerly Creek in Stapleton and Denison Park to not preclude the preferred alternative including avoiding/minimizing throw-a-ways for the next phase). This scope does not include engineering connections to Westerly Creek.
- Major project stakeholders (Johnson Wales University & School for the Arts) to partner in the
 improvements to address; drainage, traffic congestion & safety, multimodal mobility and
 connectivity (improved transit), detached sidewalks with possibly irrigated landscaped tree lawns,
 etc.
- This scope anticipates that the storm sewer will be constructed and sized consistent with the outfalls identified in the Master Plan. Improvements outside the reconstruction limits are not included with the exception of conveying flows to Fred Thomas Park or Johnson & Wales University for regional water quality/detention.
- Consideration of a trunk line down Quebec with laterals on 13th, Colfax, 17th, Montview and 23rd/22nd with combination of detention/retention ponds on Quebec.

Rain gardens and other Ultra Urban Green Infrastructure provide an aesthetically desirable edge
treatment while also enhancing water quality and minimizing storm outfall system. Green alleys,
which offer retention/detention opportunities could also be considered and incorporated.

Since the project is located in the upstream portion of the basin and downstream infrastructure proposed in the Denver Drainage Master Plan, which is not currently in place, an interim solution may be the approach in accordance with the CCD Storm Drainage Design and Technical Criteria. Therefore, opportunities to address the drainage needs to be identified and explored for feasibility (for NEPA drainage feasibility must be demonstrated to determine the benefits and impacts) and design and analysis of drainage solutions are anticipated in Phase 2 per CCD Storm Drainage Design and Technical Criteria.

Conceptual storm sewer layouts will be developed to determine outfall and water quality treatment locations. The interim storm sewer will consider the ultimate infrastructure identified in the Denver Master Plan during the design as well as the feasibility of the opportunities identified above. The outfall locations and water quality treatment methods and locations will be used to set the project limits and potential right of way acquisitions. Potential outfall locations are Colfax Avenue, 17th Avenue, Montview Boulevard, and 22nd Avenue. Opportunities for regional water quality will be explored with CCD staff. For the possible interim condition, this scope anticipates that the storm sewer will be sized for the outfalls identified in the master plan or the opportunities identified above.

- 3.2.1 Conceptual Design 6th Ave to 13th TSH will develop a conceptual roadway typical section and alignment to extend the roadway improvements from 13th to 6th Street. The purpose of doing so is to analyze areas that could be impacted by extending the project and anticipate challenges so as to not preclude future improvements and avoid/minimize throw-a-ways. In addition, taking opportunities to help define the challenges for the next phase for implementation by providing draft scope, budget and schedule.
- 4 Survey: The Consultant (SAM) will provide the following surveying services:

Control and Owner Notification – Once NTP is received, a meeting will be set with the City Surveyors office to discuss the existing control in the area. City and County of Denver control will be researched and the location of existing land corners will be discussed. Project control will be set along the corridor based on the Cities network. Notification letters will be sent to the land owners along the corridor given notice of survey activity in the area and around their property.

Mobile Mapping – A mobile LiDAR system will be deployed to collect the entire project area. The LiDAR data set will be calibrated and aligned to itself and to survey control points placed in the field prior to collection. The resulting point cloud will be "mined" for applicable survey information. Planimetrics and a 3D DTM will be created as deliverables in an AutoCAD or MicroStation format.

Design Surveys and Supplemental Mapping – Areas obscured from the mobile LiDAR will be located in the field using traditional survey methods and stitched into the base mapping.

ROW Surveys – Section Corners, Range Points, Lot and Block corners will be located in the field and tied into the project coordinate system. Each point will be given a point number shown on the control diagram with descriptions of the monuments.

Utility Surveys – Painted utilities located within the road will be located and placed in the base map. Storm and sanitary sewer inlets will be inverted and pipes sized up.

Missing Section Corners and Range Points – Missing section corners and range points will be calculated and project coordinates placed on each point. These points will be calculated from other found monuments in the area or from reference or witness corners.

ROW, Property Lines, Title Review - The existing right-of-way and property lines will be established based on found monumentation and calculations. Each line will be labeled and placed on the base map.

Control Diagram – A control diagram will be prepared showing the found and set monuments based on CCD's project coordinate system. Each point will be labeled with a description of the monument and shown on the diagram along with a list of XYZ coordinates.

Additional survey services – Additional survey services are included to map the area between 6th Avenue and 13th street to not preclude the preferred alternative.

5 **Geotechnical Investigations and Pavement Design** The Consultant (Yeh) will provide:

Field investigations – Conduct the geotechnical investigation in conformance with the MGPEC Design Standards to address pavement designs and light pole caissons

Laboratory Testing – Conduct laboratory testing on recovered samples as needed to classify the subsurface soils, and to develop geotechnical engineering design criteria.

Analysis – Conduct analysis using the geotechnical information collected to design pavements using both hot mix asphalt (HMA) and Portland Cement Concrete (PCCP) pavement for Quebec Street as well as turn lanes at selected intersections and side streets. The analysis will also provide information on subgrade treatments.

Pavement Report (Life Cycle Analyses) – Conduct a life cycle cost analysis (LCCA) to provide information for selection of the most cost effective pavement type.

6 **Preliminary Right-of-Way Plans:** The Consultant (SAM) will provide

Preliminary right-of-way plans will be prepared along the corridor to CDOT standards, which will include a title sheet, tab sheets, monumentation sheet, control diagram, right-of-way plan sheets and an ownership map.

Title work – CCD will provide all title work required for the project. Approximately 130 parcel will be needed along the corridor between 13th Avenue and 23th. Approximately 65 parcels exist between 6th Ave and 13th Street CCD will provide title work within 50 days of request by consultant so that ROW plans can be completed. The title work will be updated by CCD in Phase II of this project if needed. The Consultant will need to provide the necessary support data and information to facilitate the requested title work in a timely manner.

Traffic Control for Survey – Traffic control will be used in compliance with the MUTCD when locating utilities and survey land corners in the roadway surface and intersections.

7 **Preliminary hydraulic and drainage design:** The Consultant will provide:

Roadway Drainage — Once a conceptual drainage design has been approved by CCD staff, preliminary engineering will begin. Preliminary engineering will consist of proposed basin delineation, hydraulic calculations to determine inlet spacing, inlet sizing, pipe sizing and water quality treatment required to meet CCD's criteria for the 5 and 100 year events. The existing drainage system will only be analyzed to compare upstream and downstream impacts of the proposed system. Major Drainage/Irrigation Ditches- There are no delineated floodplains or irrigation ditches adjacent to or within the project limits. The closest delineated floodplain is Westerly Creek. The existing project area is not part of the Westerly Creek Basin so it is assumed that the design condition will not be tributary to Westerly Creek and there will be no floodplain impacts with this project..

Preliminary stormwater management plans-Preliminary Stormwater management plans will be prepared based on the preliminary drainage and roadway design. Preliminary Stormwater management plans will consist of the cover page with vicinity map and standard notes, and three phases of stormwater plan sheets (initial, infrastructure, and final). The Stormwater management narrative and permit application is not included with this scope.

Deliverables Include:

- a. Drainage Plans: (50 scale) showing inlet locations, pipe sizes, existing contours, proposed contours, preliminary layout for water quality facilities, existing and proposed utilities, and existing and proposed right of way lines. Profiles will not be submitted with this submittal, but will be developed as needed to identify right-of-way acquisitions.
- b. Stormwater management plan sheets: (100 scale) Cover and three phased plan sheets
- c. Preliminary Drainage Report
- d. Detention/Retention Variance Letter
- Water Quality: Once a conceptual water quality design is approved, preliminary sizing and engineering of the water quality facilities will be initiated. For this scope, it is assumed that four water quality facilities will be designed. One at each outfall identified above including above. All designs will be based on current CCD and UFCD requirements or per CCD's Ultra-Urban Green Infrastructure manual. These facilities will be preliminary laid out to identify right-of-way acquisitions and NEPA environmental clearance.
 - Deliverables include:
 - a. Preliminary sizing and layouts of four (4) water quality facilities
 - b. Water quality calculations included in the preliminary drainage report
- 9 Preliminary Construction Phasing Strategy and Construction Phasing Plans: The Consultant will provide input into the EA, the potential traffic impacts of construction phasing of the alternatives will need to be evaluated and compared. For the Preferred Alternative, the impacts and potential mitigation will have been identified in the EA and FONSI. The standard CDOT mitigation commitment matrix will be used to track the mitigation commitments. During construction this will include maintaining access to private properties, and providing appropriate temporary facilities or detours for the primary north-south traffic flow. The Consultant will work with CCD to determine the appropriate approach to construction phasing and will provide traffic analysis for the temporary conditions. No Phasing plans are to be required or developed in this phase but will be included in Phase 2. A general phasing concept will be developed to support the process during this phase.
- 10 Preliminary Urban Design and Landscaping: The Consultant (RNL) will develop 30 percent urban design, and landscape plans including: ultra-urban stormwater strategies, sidewalk, amenity zone,

flatwork, bus stop areas, landscape walls and grading, identify "in kind" replacement and restoration for impacted landscape. Irrigation impacts locations will be determined conceptually and estimated determined on square foot bases. Provide plans, sections, and 3D still imagery up to 9 still and 3D images, for typical treatment and site specific proposals (corridor video is not included).

The project will be impacting all the properties on both sides of Quebec Street within the project limits because the project will be maximizing the use of the entire ROW because of the great need. Therefore, at a minimum the project will require Temporary Construction Easements from 130 plus properties. The project will have to tie improvements into each private property existing conditions which varies throughout the project. Instead of replacing with in-kind improvements, the project can consider as mitigation replacement with a corridor urban design theme that is easy to maintain, practical, clean and aesthetic.

The City through this project has an opportunity to create an aesthetically pleasing corridor by exploring how to integrate the concept design into the neighborhood. Sensitive urban design can help to mitigate project impacts. There are several kit-of-parts that can be effectively combined throughout the corridor to transition the public realm (street) to the private realm as the roadway improvements are constructed closer to resident's front doors. The transition can begin at the back of curb with a small amenity zone or it could start back of an attached sidewalk. Urban design elements, such as an aesthetic low wall (knee wall) or short fencing can be used on properties to provide a positive structural barrier for residence. The short fencing combined with street trees and shrubs can also be an effective screening barrier with some noise mitigation that can be choices for the property owner, while creating a consistent look and feel for the corridor. Rain gardens and other Ultra Urban Green Infrastructure provide an aesthetically desirable edge treatment while also enhancing water quality and minimizing storm outfall system.

Responsibility for maintenance is critical because there is not a District to maintain landscaping improvements within the ROW. It will also be a challenge to have Denver Parks & Rec. responsible for the landscaping maintenance (tree lawn depending on size not private property) unless we create a landscaped median as part of the preferred alternative. The landscaping needs to be durable, easy to maintain and aesthetically pleasing unless there are means and methods to have the property owners responsible for maintenance or other means for maintenance and care of landscaping improvements that are practical and cost effective? When the project is all said and done, the City desires to have a corridor that is clean and aesthetically pleasing that promotes pride of ownership for all. Having a kit-of-parts that can be interchangeable and consistent for application of varying conditions and needs throughout the corridor is desired. Solving the maintenance and having the improvements affordable is necessary to make this happen.

11 Preliminary Bicycle Connection Planning: The Consultant (Toole) will review EA Purpose and Need statement, and multimodal analysis developed by others. Toole will assist with the alternatives development during the environmental/concept phase. Toole will review conceptual design plans (roadway plans, urban design plans, and signing and striping plans) developed by others and provide comments. Toole will review proposed plans for the mobility of cyclists on Syracuse Street being developed by others to determine how connectivity will be made to Quebec Street improvements. Toole will review overall study area bicycle connectivity and propose routing and develop a map and narrative to illustrate proposed routes. Toole will attend up to two public meetings. The Consultant (RNL) will coordinate with Toole Design to illustrate bike improvements on east/west streets to provide access to the Quebec Street corridor and illustrate Syracuse Street modifications for bike

access improvements. Need to coordinate with the City's separate Syracuse ped/bike study for connectivity and mobility with Quebec.

12 **Preliminary Utility Design and Coordination:** The Consultant will obtain utility maps and meet with both public and private utility companies to determine existing facilities within the project limits. Verify all utility company as-builts in the field to the full extent possible to prepare design and identify utility conflicts that require relocation. This scope does not include design of any new water lines or other utilities owned by outside public entities i.e. Xcel, Comcast, Century Link, etc. Preliminary plans will be provided in this phase.

Lead water service lines may be an issue on this project due to the age of the homes. Denver Water and the CCD are having discussions on where the responsibility falls between Denver Water, the project (City) and the property owner which could result in a major cost to the project. The Consultant needs to assist the City in this coordination effort to protect the project and the City from unreasonable costs associated with lead water service lines.

13 **Potholing:** No potholing is proposed for Phase 1. Potholing is proposed for Phase 2 or under the additional services budget.

14 Preliminary Signage, Striping, Interconnect and Traffic Signal/ Traffic Control Design:

The Consultant (Apex) will perform a site visit to assess the current conditions of signs and traffic signals; an assessment will also be done just pass the limits (one block in every direction, Quebec Street mainline and side street approaches to determine if any signing/striping needs to be accounted for along these streets). Apex will be responsible to prepare the following preliminary plans for the Corridor:

- Legend Plan Sheets (assume one sheet)
- Tabulation of Traffic Quantities (assume one sheet)
- Signing and Striping Plan Sheets (assume 1:50 scale, 600' ft/sheet, 11 sheets) (will include removal, maintain in place, install new elements)
- Traffic Signal Removal Sheet (assume 6 sheets)
- Traffic Signal Plan Sheet, with phasing (assume 6 sheets) (depending on the amount of information on the plan sheet, proposed signing on traffic signal equipment may be shown on the signal design sheet or with the signing/striping plan sheets)
- Interconnect Plans (assume 1:50 scale, 600' ft/sheet, 11 sheets) (will include removal, maintain in place, install new elements)

It is assumed that the following intersections along Quebec will require traffic signal reconstruction and at this time, no additional traffic signals are assumed to be added to the project:

• 13th Avenue, 14th Avenue, Colfax Avenue, 17th Avenue, Montview Boulevard, and 23rd Avenue (26th Ave is not included but should be inventoried at a minimum to assist Traffic Operations on existing conditions for potential needs assessment, confirm ADA ramps are in compliance - if not, include compliant ramps with sidewalk design and construction including adjustment to pedestrian actuated signal if necessary).

It is assumed that there will be only one preliminary design submittal. The deliverable will include the entire project limits.

The following elements are specifically excluded from the preliminary traffic design work:

- General Notes
- Detailed Signing and striping tabulations (quantities for signing and striping will be estimated)
- Detail Sheets
- Specifications
- 15 Traffic Analysis: The Consultant (TSH+Apex) will work with DRCOG to compare 2035 and 2040 traffic forecasts for the Corridor and adjacent streets, including sensitivity model runs for up to three potential action alternatives (two action with one being the Quebec AA recommended alternative and no action). It is anticipated that variations (shall consist of divided or painted median configurations, increased tree lawn widths, varying traffic lane widths, access control options, multimodal bicycle/pedestrian, transit, and traffic opportunities, or a combination of these potential variations) will be considered for development of the one Action alternative. The alternatives development and evaluation shall consist of addressing each variation independently to identify the benefits and impacts of each and consider packaging variations into one action alternative. Provide adjustments to model volumes to account for peak hour constraints such as upstream or downstream at-capacity intersections. Use the updated traffic information for analysis and comparison of alternatives, and for fine-tuning concept level designs. During the initial alternatives screening process, it is anticipated that traffic analysis will be kept to a high level. This may include providing estimates of daily capacity, general need for turn lanes, and traffic control. Once the initial screening is complete and potential alternatives have been narrowed down to no more than two Action alternatives and No Action, a more detailed traffic analysis will be conducted. Provide Level of Service information for the EA and more detailed traffic operations measures-of-effectiveness for TES input on the Action alternatives. The Consultant will use traffic information from the alternatives analysis and conceptual design phase to define intersection designs such as turn lane location and length.

If necessary, the VISSIM micro-simulation model used for the Colfax Corridor Connections BRT project may be used to evaluate design alternatives for the Quebec Street/Colfax Avenue intersection. This may be necessary to properly account for the transit elements at that intersection (exclusive BRT lane, transit signal priority, etc.). The analysis for the No-Action and the Preferred Alternative will be summarized into a traffic analysis report. It is assumed that up to two memos may be needed during this process to document findings on any of the design alternatives.

Existing access varies throughout the project for residents i.e. driveway access off of Quebec, alley access or multiple access. The properties that currently have direct access from Quebec Street have no drivepads and use the mountable curb and gutter with the existing driveways having different conditions, well defined in concrete pavement or wheel paths in concrete pavement or concrete pavers. The not well defined driveways are in dirt or grass or a combination.

A major challenge is to assist the City by providing project information to allow the City to conduct the proper research to determine if the impacted driveways are legal or not for NEPA environmental clearance, right-of-way acquisitions/appraisals, design, access control management and traffic control phasing. Examples for access control management for the corridor are i.e. medians, residential cross streets limited to right in/out channelization islands, for improved traffic operations at Quebec and Colfax intersection consider extending a median or painted median to restrict Poplar Street and Quince Street to a right in/out only, and other effective access control management techniques that could be applied to the Quebec Project and Corridor (down to 6th Avenue).

Re-insertion of alleys feasibility: There may be two or three blocks where an alley could be introduced into the mid-block to provide parking behind the homes, thereby removing the need for front access to properties.

- 16 Preliminary Lighting design: The Consultant (Clanton) will provide Preliminary Street lighting design based on the preferred alternative. Lighting will be designed based on the recommendations from IESNA RP- Roadway Lighting Design. Preliminary design will include identification of power sources locations with Xcel, CCD and CDOT. Preliminary plans include catalog cut sheets of proposed lighting equipment will be provided. Preliminary quantities for lighting will be provided.
- 17 **Preliminary Cost Estimating:** The Consultant will provide an opinion of possible construction costs will be developed at the end of conceptual design for each option evaluated. A second opinion of possible construction cost will be developed at the end of preliminary design for one preferred conceptual alternative. Conceptual and preliminary right of way costs will be provided by CCD Division of Real Estate. If this is the solution for obtaining ROW costs for the project until appraisals are obtained. Then state that you will meet with the City Division of Real Estate and provide the information they will need in order to develop conceptual ROW estimates for the project.
- 18 Scheduling: The Consultant will provide an initial project schedule will be prepared by TSH using Microsoft Project. Monthly updates to the schedule will be provided with each invoice. It is understood the required schedule per funding requirements is to have construction documents (plans & specifications) ready to advertise by September 30, 2019. The Consultant will provide information on a monthly basis to assist the Project Manager and PRO to show the project health as positive by suggesting corrective actions to reflect the scope, budget and schedule including planned value, earned value, schedule variance, SPI and CPI as healthy in the monthly PRO reports to PW Management.
- 19 QA/QC: The Consultant (TSH and each sub consultant) shall provide Quality Control and Quality Assurance (QA/QC) to ensure that each consultant's work is accurate, clear and concise especially upon inclusion of each consultant's work into the project. Including and not limited to the NEPA environmental documents, project plans, technical reports, technical specifications and construction cost estimates.
- 20 Public Involvement and Agency Coordination: The Consultant (GBSM, CRL and Hispanidad) will develop and implement a comprehensive public involvement and agency coordination program to support the project.
 - a. Public Involvement Strategy and Management The Consultant (GBSM) will provide communications, outreach and issues-management services to include coordination with project/communications teams, communications-project management and preparing monthly summaries of public involvement and agency coordination efforts.
 - i. Public Involvement Strategy and Management The Consultant (GBSM) will participate in up to 32 project management and other project strategy meetings/calls. Meetings are assumed to be 1-hour in length. Longer

meetings/workshops (e.g. project kick-off, alternatives development workshops, design review meetings) are assumed to count as multiple 1-hour meetings that coordinate with their duration.

The Consultant communications and engagement team (TSH, GBSM, CRL, Hispanidad) will hold participate in the Project Kick Off Meeting and up to 16 planning, coordination and strategy meetings with CCD project management and communications staff.

The Consultant (GBSM) will develop monthly summaries of public involvement and agency coordination efforts.

- ii. Messaging and Stakeholder Involvement Plan The Consultant (GBSM) will develop a message platform (including a project description and a set of core messages with support points for each message) which facilitate consistent and effective communications across all materials and presentations for the project. The Consultant (GBSM) will also develop a Stakeholder Involvement Plan summarizing the public involvement and agency coordination strategy. The Plan is anticipated to include project background, summary of key stakeholders, summary of strategies including public affairs (CRL) and multi-cultural (Hispanidad), responsible parties for each strategy, and a schedule. Two rounds of revisions (one with TSH and one with CCD) are assumed for the message platform and Stakeholder Involvement Plan, prior to submitting final versions of both.
- b. *Project Materials* The Consultant (GBSM) will develop and disseminate a series of printed and digital communication and an input materials as part of this scope.
 - i. Project Branding and Printed Materials The Consultant (GBSM) will develop a project name and logo that is compliant with CCD branding standards. In addition, the Consultant will develop up to six printed project materials (assumed to be 1 project fact sheets, 1 FAQ and 1 oversized postcard mailed to up to 8,000 recipients', and three additional handouts to be determined based on project needs). Two rounds of revisions (one with TSH and one with CCD) are assumed for the logo and all materials, prior to submitting final versions. Establishment and recording of up to 4 updates to a project telephone hotline. Review and coordinate CCD's response to up to 32 messages. The Consultant (RNL) will prepare up to 9 3D before/after images (e.g. photo simulations) to communicate design intent of up to two Action alternatives.
 - ii. Project Webpage and Digital Communications The Consultant (GBSM) will develop baseline content for a project-specific page on the website. Three major content updates will also be created. Up to 16 email updates will be developed and distributed to the stakeholder database. A stakeholder contact database will be developed and maintained throughout the project using Constant Contact, MailChimp or a similar email database management tool. A general input form will be available throughout Phase One and up to 3 targeted input gathering surveys will be developed, promoted, analyzed and summarized. It is assumed that CCD will be fully responsible for executing all content/design updates to the project webpage. Two rounds of revisions (one with TSH and one with CCD) are assumed for all digital content, prior to submitting final versions.

or

- c. Stakeholder Meetings and Presentations The Consultant (GBSM and CRL) will work with TSH and CCD to strategize, prepare and execute a series of meetings throughout phase one of the project.
 - i. Community Working Group The Consultant (GBSM) will work with TSH and CCD to determine the scope, role, responsibility and participant-eligibility requirements for a Community Task Force to focus on project scoping, alternatives development/analysis and design considerations. GBSM will plan, strategize/prepare, facilitate, summarize and coordinate follow-up for up to 6 Community Task Force meetings. Community Task Force meetings are assumed to be two hours in length and held at a location in the general project area. Meetings are assumed to cover:
 - Chartering, Project Scoping and Evaluation Process/Criteria
 - Alternatives Developments
 - Summary of Fatal Flaw Screening & Review/Discuss Screen 2 Results
 - Review and Discuss Screen 3 Results, Discuss Action Alternative(s)
 - Review and Gather Comments on Draft NEPA Document
 - Review NEPA Decision Document and Next Steps

One-on-One/Small Group Meetings – The Consultant (GBSM) will plan, strategize/prepare, execute, summarize and coordinate follow-up for up to 30 individual small-group (assumed to be fewer than 6 people) meetings. Meetings will include community leaders and special interest group leaders.

- ii. *Property Owner Meetings*: The Consultant (GBSM) will assist the City with property owner meeting by developing a data base of property owners and scheduling of up to 100 meetings with CCD staff and property owners. CCD staff are expected to offer to meet twice with every property owner on the project without Consultants being present. Notes from these meeting will be provided to the Consultant team. The Consultant team (GBSM and TSH) have included 10 meetings with individual property owners to be determined at the request of CCD staff.
- iii. Organizational Presentations and Briefings The Consultant (GBSM) will plan, strategize/prepare, execute, summarize and coordinate follow-up for up to 20 presentations to organizations/boards. This scope assumes that presentations will not need to be customized for each briefing and that policy/technical representation at the meetings will be provided by CCD and TSH.
- iv. *Public Meetings* The Consultant (GBSM) will plan, strategize/prepare, promote, facilitate, summarize and coordinate follow-up for up to 3 public meetings. Meeting promotion is assumed to include quarter-page advertisement in the Stapleton Front Poarch and Greater Park Hill News and up to 2 email blasts per meeting. Public Meetings are assumed to occur at Scoping, Alternatives Screening Level 3and Draft EA. An emphasis will be placed on

- using innovative formats and engagement methods for the meetings to encourage broad interest/participation and solicits meaningful input.
- v. Public Affairs and Elected-Official Coordination The Consultant (CRL) will develop and execute a strategy to inform and engage elected officials and their staffs in the project area. This will include regular interactions/updates, collaborating on sharing project information with constituents and briefings of appropriate committees/full-council, when appropriate. This scope includes 176 hours for this effort.
- Environmental Justice and Multi-Cultural Communications The Consultant (Hispanidad) will execute the multi-cultural communications strategy outlined in the Stakeholder Involvement Plan. This is assumed to include: Development of a Spanish-language fact sheet, and up to 3 updates of it
- Translation of up to 20 other project materials (assumed to be fliers, meeting announcements or other handouts)
- Plan, strategize/prepare, execute, summarize and coordinate follow-up for up to 10 individual or small-group (assumed to be fewer than 6 people) meetings in Spanish.
- Development of Spanish-language content for the project website (including up to three updates) and translation of up to 16 email updates
- Recording and up to 16 monthly updates to the Spanish-language section of the project telephone hotline. Review, translate and coordinate response to up to 8 messages left in Spanish.
- Spanish-language interpretation at up to 3 public meetings
 - vi. *Media Relations* The Consultant (GBSM) will support CCD Public Works Communications staff in their execution of the media relations strategy in the Stakeholder Involvement Plan. This support is assumed to include developing up to 6 news releases or other media materials, analyzing and advising on media interviews and coverage. No direct media coordination is included in this scope of work.
 - vii. Strategic Partnering The Consultant (Apex) will provide internal and external partnering strategies to TSH during Phase 1 efforts. It is assumed that on average, this is 1 hour per week.

PHASE 1 DELIVERABLES:

The following deliverables are anticipated for Phase 1: Goal objective is to position the project to obtain the required clearances for NEPA/Environmental, Design, ROW and Utilities to meet the Ad for Bid funding requirements by September 30, 2019.

General

- 1) Monthly Invoices
- 2) Initial Schedule and monthly updates
- 3) Conceptual and Preliminary Cost Estimate

Environmental Documents

- 1) Draft EA report
- 2) Technical reports (draft and final)
- 3) Final EA report
- 4) Draft FONSI
- 5) Final FONSI
- 6) Electronic Project File/Administrative Record

Survey

- 1) Basemap and DTM
- 2) Preliminary ROW and Ownership Plans

Design Reports

- 1) Geotechnical & Pavement Design Report
- 2) Preliminary Hydraulic Report
- 3) Preliminary Water Quality Report
- 4) Traffic Analysis

Communications

- 1) Message Platform
- 2) Stakeholder Involvement Plan
- 3) Project Materials (6)
- 4) 3D Simulations (9)
- 5) Design Options Animation Video (4)
- 6) Webpage and Email Content
- 7) Stakeholder Database
- 8) Stakeholder Input Questionnaire (3)
- 9) Meeting Summaries

Plans

- 1) Conceptual Design Plans
- 2) Preliminary Design Plans
 - a. Title Sheet
 - b. Standard Plans List
 - c. Typical Sections
 - d. General Notes
 - e. Details
 - f. Engineering Geology Plan
 - g. Geometric Control Plan
 - h. Removal Plans
 - i. Roadway Plan & Profile
 - j. Paving Plans
 - k. Utility Plans
 - 1. Storm Sewer Plans
 - m. SWMP plans
 - n. Hardscape Plans sidewalk & bus stop
 - o. Concept Landscape Plans
 - p. Lighting Plans
 - q. Traffic Signal Plans
 - r. Signing & Striping Plans

- s. Construction Phasing Plans
- t. Survey Control Plan

PROJECT SCHEDULE

The funding requirements require the project to be advertised for bids for construction by September 30, 2019. The following schedule is proposed to meet this funding requirement for the project:

- 2016 -2018: **Phase 1**: NEPA Environmental Documentation and Finding; Conceptual and Preliminary Design, Surveying and Preliminary Right-of-way Mapping. This is anticipated to take 18 months to complete from NTP.
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SCOPE OF WORK AUGUST 23, 2016 QUEBEC STREET – 13^{TH} to 26^{TH} Ave – MULTIMODAL IMPROVEMENTS

The City and County of Denver (CCD) Public Works Department is implementing a program of multimodal improvements to Quebec Street from 13th to 26th Avenues, a distance of approximately 6550ft. Including one block west of Quebec Street to Poplar Street and one block east to Quince Street approximately 375 ft. at each of the major signalized intersections of 13th, 14th, Colfax, 17th, Montview and 23rd Avenues to determine project needs and requirements. In addition, for coordination purposes with the separate Syracuse Street ped/bike project currently underway by CCD, the project area will include four blocks east to Syracuse Street approximately 1350 ft. for ped/bike connectivity and mobility coordination efforts. All other non-signalized intersections with Quebec Street between 13th and 26th Avenue shall extend approximately 200 ft. Coordination with the Colfax BRT study for evaluating whether elements of the Colfax BRT needs should be considered for incorporation into the Quebec Street project.

Several transportation studies and plans are, or will be, developed by CCD over the same approximate timeframe of this Quebec Street project and should be considered during the alternatives development and refinement process and during design. These current and pending studies and plans include:

- ➤ Blueprint Denver (update from 2002 version)
- ➤ Game Plan (Denver Parks and Recreation, update from 2003 version)
- ➤ Denver Moves: Pedestrian and Bicycle Facilities (update from Pedestrian Master Plan (2004) and Denver Moves: Bicycles (2011)
- ➤ Denver Moves : Transit Plan (new)
- Colfax Corridor Connection (Bus Rapid Transit Evaluation/NEPA CatEx) (in progress)

The following represents the scope of work defined by CCD and the TSH Team (Consultant):

OVERVIEW OF SCOPE & PHASES

The project is programmed for implementation in three phases as follows:

Phase 1: NEPA evaluation, documentation and finding (assumed to be an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI)); public and agency outreach and coordination; conceptual and preliminary design; survey; and right-of-way mapping. Upon FONSI approval and signature by CDOT/FHWA (project goal by February 2018), the project may proceed into Phase 2 as authorized by CCD. The goal objective of Phase 1 services is to position the project to obtain the required clearances for NEPA/Environmental, Design, ROW and Utilities to meet the Ad for Bid funding requirements of September 30, 2019.

Phase 2: Final design of the Preferred Alternative improvements; final right-of-way mapping and surveying services; right-of-way acquisition process; and meet goal objectives of Phase 2 services by obtaining project permits and clearances for environmental (phase 1), design, right of way, and utilities are necessary to advertise the project for bids by September 30, 2019 in compliance with applicable CCD, CDOT, and FHWA regulations, standards and guidelines including funding requirements.

Phase 3: Project construction with minimum Consultant work activities to assist the City with construction administration support services of the construction by the Contractor.

The specific scope of work tasks/activities for Phase 2 are detailed below:

PHASE 2 TASKS:

Phase 2 – Final Design, ROW and Construction Services – Upon receiving approval of the FONSI by CDOT/FHWA, CCD may authorize initiation of Phase 2 of the project. In Phase 2, the Consultant will provide professional engineering services for programming the project Final construction documents; provide final right-of-way mapping and surveying services; support right-of-way acquisition process; obtain project permits and clearances for environmental (phase 1), design, right of way, and utilities that are necessary to advertise the project for bids by September 30, 2019 and construction-related services in compliance with applicable CCD, CDOT, and FHWA regulations, standards and guidelines.

The information determined in Phase 1 both in terms of the preferred alternative, construction cost, public sentiment, and other project elements such as right of way impacts and ROW costs could impact scope of work in Phases 2 and 3 and fee associated. Therefore, if this occurs it is anticipated that the Phase 2 scope of work and fees will be revised to respond to requirements and information determine in Phase 1. The following is the scope of work for Phase 2

Phase 2 tasks include the following activities:

- 1. **Project Management:** The Consultant will provide consultant project management services to include design team coordination, sub consultant coordination, monthly invoices, and general project management. The Consultant (TSH and each sub consultant) shall provide Quality Control and Quality Assurance (QA/QC). TSH and each sub consultant's work is accurate, clear and concise especially upon inclusion of each consultant's work into the project. Including and not limited to the project plans, technical reports, technical specifications and construction cost estimates.
- 1 Meetings: The following meeting are anticipated outside of the Public Information process meetings.
 - a. The Consultant will meet with CCD's PM every two week to review project progress, critical issues and plan next steps.
 - b. Hold one Final design review meeting to solicit comments from CDOT staff on the preliminary (FOR) plans
 - c. Submit one set of final plans to CCD's ERA review process. Consultant will review and respond to comments.
- **2 Survey:** Supplement surveying. The Consultant (SAM) will provide 24 hours of field time and 8 hours of office time for supplemental survey services.
- **3 Geotechnical:** The Consultant (Yeh) will provide Final Pavement design and report. No retaining wall geotechnical investigation or design is included (because of the relatively level terrain, no retaining walls of significant height are anticipated).
- 4 Hazardous Materials Investigation: The Consultant (Pinyon) will provide Phase 1 ESA's up to 5 properties for which the potential to affect hazardous materials has been identified in the Phase 1 Site Assessment conducted for purposes of NEPA. Up to 5 test borings will be drilled with in the project limits to identify areas of concern. Standard soil and water testing for due diligence (does not include analytical suites required for construction dewatering, polychlorinated biphenyls, or pesticides) will be completed. The Consultant (Pinyon) will provide support for review of the Phase 2 plans to confirm that commitments made in the EA/FONSI are addressed.

5 **Right-of-Way Plans:** The Consultant (SAM) will provide the following:

Legal Descriptions: It is anticipated that up to 320 legal descriptions will be required for this project. Two legal descriptions will be written per parcel (2x160); one for a permanent acquisition or easement and the second for a temporary construction easement. One exhibit on $8\frac{1}{2}$ " x 11" paper will be provided depicting the two descriptions on each parcel.

Create Land Survey Plat: A Land Survey Plat will be produced of the missing section corners or range points and deposited with the City surveyor. Temporary points will be set in the field for the contractor to reference and replace at the end of construction.

Title Work: Title work and updates will be provided by the City. The Consultant will need to provide the necessary support data and information to facilitate the requested title work in a timely manner. New changes will be reflected on the final ROW plans.

Final Right-of-Way Plans: The preliminary set of right-of-way plans will be updated with any design changes, proposed ROW or easement changes and changes to the title. ROWPR comments will also be included in this final set of plans

Traffic Control: Traffic control will be used in compliance with the MUTCD when locating utilities and survey land corners in the roadway surface and intersections.

Appraisal staking for right-of-way or easements is not provided.

6 Final Hydraulic and Drainage Design and Engineering:

Final Roadway Drainage – Final drainage plans will be a continuance of the preliminary drainage plans developed in Phase I. Comments from the preliminary drainage plans will be addressed and design will be further developed including: vertical layout of storm sewer, water quality details, and erosion control details. During this phase, the drainage design will be adjusted to minimize impacts to the existing utilities. Utility impacts that are unable to be avoided will be coordinated with the utility designers. This scope anticipates that the drainage structures associated with the proposed storm sewer are all standard and require no additional structural design or detailing.

Final stormwater management plans- The consultant will provide stormwater management plans adjusted to address comments and for modifications to roadway and drainage designs. These plans will serve as the basis of the contractor obtaining the permit. The stormwater management narrative and permit application is not included with this scope.

Deliverables Include:

- a. Final Drainage Plan and Profiles: (50 scale)
- b. Stormwater management plans: (50 scale) (Three phases)
- c. Final Drainage Report

7 Final Water Quality Design and Engineering:

The consultant will provide final water quality design for the facilities designed for the facilities developed during preliminary design including details for the water quality facilities. This scope assumes four (4) water quality facilities all of the same type. Individual details will be developed for each of the four (4) water quality facilities.

Deliverables include:

- a. Detailed layout of water quality facilities (4 sheets)
- b. Water quality details (16 sheets)
- c. Water quality calculations included in the final drainage report
- **8 Final Roadway and Civil Engineering Design**: The Consultant will provide final engineering design to include the following:
 - Horizontal and vertical geometry
 - Roadway section elements including laneage, tapers, transitions, curb and gutter, sidewalk, medians, islands, walls, fences, etc.
 - Pedestrian, bicycle and transit facilities
 - Project grading and disturbance limits
 - Construction phasing plans
 - Cross Sections
 - Project and standard special provisions
- **9 Final Urban Design:** The Consultant (RNL) will prepare construction documents for ultra-urban stormwater strategies, landscape, sidewalk, flatwork, and bus stops.

Final Landscaping and Irrigation Design: The Consultant (RNL) prepare final construction documents for landscape and irrigation for proposed improvements including amenity zone and for restoration of impacted existing improvements. Landscape and irrigation design assumes median are not landscaped or irrigated. Landscape and irrigation for Fred Thomas Park assumes replacement of existing irrigation and landscaping only.

The project will be impacting all the properties on both sides of Quebec Street within the project limits because the project will be maximizing the use of the entire ROW because of the great need. Therefore, at a minimum the project will require Temporary Construction Easements from 130 plus properties. The project will have to tie improvements into each private property existing conditions which varies throughout the project. Instead of replacing with in-kind improvements, the project can consider as mitigation replacement with a corridor urban design theme that is easy to maintain, practical, clean and aesthetic.

The City through this project has an opportunity to create an aesthetically pleasing corridor by exploring how to integrate the concept design into the neighborhood. Sensitive urban design can help to mitigate project impacts. There are several kit-of-parts that can be effectively combined throughout the corridor to transition the public realm (street) to the private realm as the roadway improvements are constructed closer to resident's front doors. The transition can begin at the back of curb with a small amenity zone or it could start back of an attached sidewalk. Urban design elements, such as an aesthetic low wall (knee wall) or short fencing can be used on properties to provide a positive structural barrier for residence. The short fencing combined with street trees and shrubs can also be an effective screening barrier with some noise mitigation that can be choices for the property owner, while creating a consistent look and feel for the corridor. Rain gardens and other Ultra Urban Green Infrastructure provide an aesthetically desirable edge treatment while also enhancing water quality and minimizing storm outfall system.

Responsibility for maintenance is critical because there is not a District to maintain landscaping improvements within the ROW. It will also be a challenge to have Denver Parks & Rec. responsible for the landscaping maintenance (tree lawn depending on size not private property) unless we create a

landscaped median as part of the preferred alternative. The landscaping needs to be durable, easy to maintain and aesthetically pleasing unless there are means and methods to have the property owners responsible for maintenance or other means for maintenance and care of landscaping improvements that are practical and cost effective? When the project is all said and done, the City desires to have a corridor that is clean and aesthetically pleasing that promotes pride of ownership for all. Having a kit-of-parts that can be interchangeable and consistent for application of varying conditions and needs throughout the corridor is desired. Solving the maintenance and having the improvements affordable is necessary to make this happen.

- 10 Final Construction Phasing Strategy and Construction Phasing Plans: The Consultant will develop plans for traffic management during construction and other considerations, to allow access to properties on Quebec Street and side streets during construction. Consultant will provide design plans for temporary alignments, temporary signals, and construction traffic control signing within the construction zone and on detour routes.
- 11 Final Utility Design and Coordination: The Consultant will prepare Utility Clearance Letters to Utility Companies and to CDOT; prepare Utility Specifications; provide assistance to CCD Public Works to obtain CDOT Utility Clearances. Verify all utility company as-builts in the field to the full extent possible to finalize design and identify project utility relocations. Objective/requirement is to obtain the required Utility Clearance for the project.

The Consultant (USIC) will provide up to 25 potholes including traffic control.

- 12 Signage, Striping, Interconnect and Traffic Signal/Traffic Control Design: The Consultant (Apex) will be responsible to prepare the final plans for the Corridor in this area as consistent with Phase 1, Section 3.11. In addition to the items listed in Section 3.11, the following scope elements shall also be included:
 - Traffic Signing, Striping, and Traffic Signal General Notes, Legend Plan Sheets (assume up to three sheets)
 - Tabulation of Signs Plan Sheets (assume six sheets)
 - Tabulation of Pavement Marking Quantities Plan Sheet (assume one sheet)
 - Tabulation of Traffic Signal Quantities (includes interconnect) (assume one sheet)
 - Miscellaneous Detail Sheets (assume that up to two additional sheets will be needed for miscellaneous items needed for signing, striping, traffic signal and/or interconnect items)
 - Specification
 - Continuation from Phase 1, existing access varies throughout the project for residents i.e. driveway access off of Quebec, alley access or multiple access. The properties that currently have direct access from Quebec Street have no drive pads and use the mountable curb and gutter with the existing driveways having different conditions, well defined in concrete pavement or wheel paths in concrete pavement or concrete pavers. The not well defined driveways are in dirt or grass or a combination.
 - A major challenge is to assist the City by providing project information to allow the City to conduct the proper research to determine if the impacted driveways are legal or not for NEPA environmental clearance, right-of-way acquisitions/appraisals, design, access control

management and traffic control phasing. Examples for access control management for the corridor are i.e. medians, residential cross streets limited to right in/out channelization islands, for improved traffic operations at Quebec and Colfax intersection consider extending a median or painted median to restrict Poplar Street and Quince Street to a right in/out only, and other effective access control management techniques that could be applied to the Quebec Project and Corridor (down to 6th Avenue).

- Re-insertion of alleys feasibility: There may be two or three blocks where an alley could be introduced into the mid-block to provide parking behind the homes, thereby removing the need for front access to properties. Engineering of alleys is not included in this scope.
- It is assumed that there will be no more than two deliverables (90 percent and Final). Each deliverable will include the entire project limits. The amount of reviews is also contingent on the Consultant delivering accurate, clear, concise, comprehensive and complete project contract documents (plans, reports, estimates, and technical specifications) in accordance to federal, state and city standards, rules, guidelines, and regulations.
- Elements that require coordination with other disciplines will be completed (i.e. right of way, lighting, etc.).
- 13 Final Lighting Design: The Consultant (Clanton) will provide final lighting design and plans. This work will include responding to preliminary design comments; Development of electrical design, photometric calculations, final plans, tabulations and cost estimates; Up to two final review submittal (FOR and Construction Plans); Coordination with Xcel. Project to explore undergrounding overhead powerlines in the corridor and undergrounding overhead powered street lights. City is exploring and evolving into LED street lighting and opportunities to reduce costs by considering taking over responsibilities of Xcel in the franchise agreement. Assist to the City in this endeavor for this project.
- 14 Cost Estimating: The Consultant will prepare one final option of probable construction cost. Quantities will be estimated based on the final plans. Unit costs will be based on recent projects bid within CCD and made available to consultants. We have federal and state partners that should be utilized along with the wealth of information they have and can provide. There are other sources to assist TSH in preparation of the probable construction cost estimates. TSH can provide no guarantee that actual bids received will be with the engineer's estimate as TSH has no control over current market conditions that may exist at the time of bidding.
- 15 Scheduling: The Consultant will update the preliminary project schedule for final design. Monthly updates to the schedule will be provided with each invoice. It is understood the required schedule per funding requirements on the project is to have construction documents (plans & specifications) ready to advertise by September 30, 2019. The Consultant will provide information on a monthly basis to assist the Project Manager and PRO to show the project health as positive by suggesting corrective actions to reflect the scope, budget and schedule including planned value, earned value, schedule variance, SPI and CPI as healthy in the monthly PRO reports to PW Management.
- 16 Public Involvement services to support Final Design: The Consultant will provide;

Phase 2 Public Involvement will be determined upon Phase 1 public process. Phase 2 scope includes:

1) Updating the Public Information strategy (GBSM).

- 2) Two updates to the project Webpage and two email blasts to update the public on project status and progress (GBSM).
- 3) Assisting CCD with updates to elected officials on a quarterly basis (up to 8 updates).
- 17 Property Owner Meeting: The Consultant (TSH) will attend up to 20 property owner meetings with CCD staff to discuss specific issues related to project, explain how the project will impact their property and incorporate changes the CCD determines are warranted.
- **18** Construction Document preparation, including construction plans and technical specifications: The Consultant will prepare final construction documents, drawing and specification per City design standards and format including applicable federal and state requirements.
- **19 QA/QC:** The Consultant (TSH and each sub consultant) shall provide Quality Control and Quality Assurance (QA/QC). TSH and each sub consultant's work is accurate, clear and concise especially upon inclusion of each consultant's work into the project. Including and not limited to the project plans, technical reports, technical specifications and construction cost estimates.

PHASE 2 DELIVERABLES:

The following deliverables are anticipated for Phase 2: Objective of Phase 2 is to obtain the required clearances for NEPA/Environmental (Phase 1 thru FONSI), Design, ROW and Utilities Clearances to Advertisement for Bid for Construction by September 30, 2019.

General

- 1) Monthly Invoices
- 2) Initial Schedule, monthly updates & project milestones
- 3) Final Design (FOR), Project Sign-off and Engineer's Cost Estimate for Ad for Bids
- 4) Technical Specifications

Environmental Documents

1) Material Management Plan

Survey documents to support obtaining the required ROW Clearance

- 1) Updated Basemap and DTM
- 2) Final ROW and Ownership Plans
- 3) Updated Legal descriptions and Exhibits
- 4) Updated Title work (provided by CCD)

Design Reports to support obtaining the required design clearance

- 1) Final Geotechnical & Pavement Design Report
- 2) Final Hydraulic Report
- 3) Final Water Quality Report

Final Plans to support obtaining the required design and utility clearances

- 1) Final Design Plans
 - a. Title Sheet
 - b. Standard Plans List
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- h. Removal Plans
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- q. Lighting Plans
- r. Traffic Signal Plans
- s. Signing & Striping Plans
- t. Construction Phasing Plans
- u. Survey Control
- v. Final ROW plans

PROJECT SCHEDULE

The funding requirements require the project to be advertised for bids for construction by September 30, 2019. The following schedule is proposed to meet this funding requirement for the project:

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$SCOPE \ OF \ WORK \\ AUGUST \ 23, 2016 \\ OUEBEC \ STREET - 13^{^{TH}} \ TO \ 26^{^{TH}} \ AVE - MULTIMODAL \ IMPROVEMENTS$

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Phase 3: Project construction with minimum Consultant work activities to assist the City with construction administration support services of the construction by the Contractor.

The proposed draft scope of work tasks/activities for the Phase 3 are detailed below:

Phase 3 TASKS:

Phase 3 proposed draft tasks for scope of services per Section 2.07 (c) by written amendment:

- 1. Construction management, inspection, and materials testing services. At a minimum, it is anticipated that the consultant will review and approve shop drawings, attend weekly progress meetings on the job site, and provide plan interpretation, answer technical questions, and assist with Change Order analysis and preparation as part of Phase 3 services.
- 2. Per RFQ, prepare initial project construction fact sheet for distribution and inclusion on the CCD project website and provide continuous support to CCD for project web site by providing quarterly construction updates or at milestones. Communications strategy and support by advising and serving as a strategic resource to Contractor and CCD re: historic context, stakeholder dynamics, best practices for this corridor including: advice on messaging/positioning; review and refinement of communications materials prepared by others; and participation in strategy and stakeholder meetings led by others.

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Exhibit B

LIST OF KEY PERSONNEL

PERSONNEL CLASSIFICATION	NAME/FRIM OF INDIVIDUAL
Principal-in-Charge	George Tsiouvaras (TSH)
Project Manager	Randal Lapsley (TSH)
Public Involvement/Strategy	Angela Woolcott (GBSM)
NEPA	Amy Kennedy (Pinyon)
Roadway Lead	Kyle Dorrenbacher (TSH)
Traffic Modeling	Bart Przybyl (Apex)
Urban Design/Visualization	Steve Wilensky (RNL)
Bicycle/Pedestrian	Geneva Hooten (Toole)

EXHIBIT C

ACORD Certificate of Insurance

Client#: 1082356 TSIOUSIM

$ACORD_{\scriptscriptstyle{\mathsf{III}}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2016

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

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

PRODUCER USI Colorado, LLC Prof Liab	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500	FAX	
P.O. Box 7050 Englewood, CO 80155 800 873-8500	(A/C, No, Ext): 000 073-0300 (A/C, No): E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty I	nsurance Com	29424
INSURED	INSURER B : Hartford Ins Co of t	he Midwest	37478
Tsiouvaras Simmons Holderness, Inc. dba 5690 DTC Blvd., Level 3, Suite 345 W. Greenwood Village, CO 80111	INSURER C : Lexington Insurance	e Company (DL	19437
	INSURER D : Sentinel Insurance	Company Ltd.	11000
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 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.

TYPE OF INSURANCE	ADDL: INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
X COMMERCIAL GENERAL LIABILITY	Χ	X	34SBWPN7986	01/01/2016	01/01/2017		\$2,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
OTHER:							\$
AUTOMOBILE LIABILITY	Χ	X	34UEGKW8167	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$
ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							\$
X UMBRELLA LIAB X OCCUR	Χ	Χ	34SBWPN7986	01/01/2016	01/01/2017	EACH OCCURRENCE	\$4,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$4,000,000
DED RETENTION \$							\$
WORKERS COMPENSATION		X	34WEGBP6275	01/01/2016	01/01/2017	X PER STATUTE OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A					E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)	ιτ, Α					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Professional			031428332	01/01/2016	01/01/2017	\$2,000,000 per claim	1
Liability						\$4,000,000 annl agg	r.
Claims Made							
	CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED AUTOS X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X HIRED AUTOS X CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability	CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X X 34UEGKW8167 X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X HIRED AUTOS X HIRED AUTOS X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability X X 34SBWPN7986 X X 34SBWPN7986 X X 34SBWPN7986 X X 34SBWPN7986 X 34WEGBP6275	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC OTHER: AUTOMOBILE LIABILITY X X 34UEGKW8167 O1/01/2016 X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X HIRED AUTOS X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X X 34WEGBP6275 O1/01/2016 X 34WEGBP6275 O1/01/2016 O1/01/2016	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE NAME OF PRO- OTHER: X X 34SBWPN7986 O1/01/2016 O1/01/2017 O1/01/2016 O1/01/2017	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALLOWNED AUTOS AUTOS AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS X

RE: Contract #PWT2015-052, Multimodal Improvements, Quebec Street, 13th to 26th Avenue.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City and County of Denver, its Elected and Appointed

Officials, Employees and Volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver Shannon Dyer-Public Works 201 W. Colfax	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Denver, CO 80202	AUTHORIZED REPRESENTATIVE
	Valeria Goward

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Exhibit D

PRIME CONSULTANT: Tsiouvaras Simmons Holderness, Inc.

These rates are for Phase 1, 2 and 3 of the project and good through 2021.

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr.	Phase 3 Rate/Hr
Managing Principal	General oversight, contracting, resource allocation, Q/A	\$215.72	\$232.97	\$232.97
Project Manager	Planning, directing, scheduling of TSH staff and coordination of subs	\$198.15	\$214.00	\$214.00
Prof. Engineer - 5	PE responsible for large & complex projects	\$198.15	\$214.00	\$214.00
Prof. Engineer - 4	PE typically with 12+ yrs exp., engineering specialist	\$156.63	\$169.16	\$169.16
Prof. Engineer - 3	PE typically w/8+ yrs exp., major responsibility technical	\$143.40	\$154.87	\$154.87
Prof. Engineer - 2	PE typically w/5 - 10 yrs exp. responsible for tech performance	\$113.16	\$122.21	\$122.21
Prof. Engineer - 1	PE typically w/4 - 7 yrs exp., working with supervision	\$92.05	\$99.41	\$99.41
EIT - 3	typically 3+ yrs exp., coordinates technical work	\$87.51	\$94.51	\$94.51
EIT - 2	typically 2+ yrs exp.	\$78.70	\$84.99	\$84.99
EIT - 1	entry level engineer	\$73.57	\$79.45	\$79.45
Resident Const Engineer	Associates or BS degree and 15+ years exp.	\$185.17	\$199.98	\$199.98
Const Obser - 2	Typically 10-15 years, provide oversight of construction project	\$125.00	\$135.00	\$135.00
Const Obser - 1	Typically 5-10 years, provide oversight of construction project	\$97.80	\$105.62	\$105.62
Technician - 2	Typically 2-5 years, on site record observations, Technical Train/Cert.	\$80.57	\$87.02	\$87.02
Technician - 1	Typically 0-2 years, on site record observations	\$50.84	\$54.91	\$54.91
Designer - 4	15+ yrs exp. w/associate degree, overall design delivery responsibility	\$151.56	\$163.68	\$163.68
Designer - 3	10+ yrs exp. with associate degree, multi discipline coordination	\$127.92	\$138.16	\$138.16
Designer - 2	8+ yrs exp., associate degree, eng calcs, 3D, supervisor	\$102.17	\$110.34	\$110.34
Designer - 1	4 - 8 yrs, assists in design	\$82.41	\$89.01	\$89.01
CAD Operator	Entry level designer	\$68.04	\$73.49	\$73.49
Project Controls	Cost controls, budgeting and invoicing	\$122.82	\$132.65	\$132.65
Admin III	Administrative support, contract administration	\$95.87	\$103.54	\$103.54
Admin II	Clerical support, meeting minutes, and office administration	\$64.05	\$69.17	\$69.17
Admin I	Clerical support	\$52.71	\$56.93	\$56.93

REIMBURSABLE EXPENSES

Sub Consultant Name:	APEX DESIGN, PC	
These rates are for Phase 1, 2	and 3 of the project and good through 2021.	

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Principal	Contract management, general project oversight, quality review, public involvement participation, project design troubleshooting.	\$190.00	\$198.00	\$198.00
Senior Transportation Engineer	Preparation of engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates for traffic elements.	\$180.00	\$188.00	\$188.00
Senior ITS Engineer	Preparation of engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates for ITS elements.	\$180.00	\$188.00	\$188.00
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$135.00	\$146.00	\$146.00
Design Engineer	Assistance with preparation of engineering drawings, analysis and report preparation, preparation of specifications, engineering estimates, and drafting services.	\$105.00	\$105.00	\$105.00
EIT	Assist with engineering analysis, design and drafting services.	\$78.00	\$85.00	\$85.00
Project Administrator	Preparation of project billings, report preparation, and administrative assistance.	\$100.00	\$105.00	\$105.00
Project Assistant	Word processing, report preparation, specifications, mailings, arranges meetings, and other administrative assistance.	\$70.00	\$75.00	\$75.00

REIMBURSABLE EXPENSES

Sub Consultant Name:	Clanton and Associates, Inc.	
These rates are for Phase 1, 2 a	nd 3 of the project and good through 2021.	
List ALL potential firm person	nel titles/classification that be utilized under the agree	eement and their respective
	ne of personnel, only titles (i.e. Project Manager). Pr	

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Principal Engineer	Professional Engineer; Responsible control; QA/QC Review	\$250.00	\$250.00	\$250.00
Principal	Project management; day-to-day contact; lighting design	\$150.00	\$150.00	\$150.00
Senior Designer	Electrical design and engineering	\$110.00	\$110.00	\$110.00
CADD Technician	CADD Production	\$65.00	\$65.00	\$65.00

REIMBURSABLE EXPENSES

necessary.

Sub Consultant Name:	CRL Associates	
These rates are for Phase 1,	2 and 3 of the project and good through 2021.	

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Public Involvement Lead	Strategy, coordination and management of public involvement strategy and implementation. Stakeholder meeting attendance. Public affairs and elected official outreach.	\$225	\$225	\$225
Public Involvement Support	Support for Strategy, coordination and management of public Support for Public affairs and elected official outreach.	\$150	\$150	\$150

REIMBURSABLE EXPENSES

Sub Consultant Name:	GBSM Inc.
These rates are for Phase 1,	2 and 3 of the project and good through 2021.

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Principal	Lead Strategist	\$265	\$265	\$265
Senior Associate	Project Management and Execution	\$195	\$195	\$195
Associate	Project Execution	\$135	\$135	\$135
Support	Project maintenance and administration	\$60	\$60	\$60
	#	#	#	#
	#	#	#	#
	#	#	#	#
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	#	#	#	#
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REIMBURSABLE EXPENSES

Sub Consultant Name: HISPANIDAD

These rates are for Phase 1, 2 and 3 of the project and good through 2021.

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Managing Director	Public involvement strategy and management	\$200	\$200	\$200
	Messaging and stakeholder involvement planning	\$200	\$200	\$200
	Multicultural communications	\$200	\$200	\$200
Language Supervisor	Public involvement strategy and management	\$100	\$100	\$100
	Messaging and stakeholder involvement planning	\$100	\$100	\$100
	Project branding and printed materials (ENG > SPA)	\$100	\$100	\$100
	Project webpage and digital communications (ENG > SPA)	\$100	\$100	\$100
	Multicultural communications	\$100	\$100	\$100

REIMBURSABLE EXPENSES

Sub Consultant Name: Pinyon Environmental, Inc.

These rates are for Phase 1, 2 and 3 of the project and good through 2021.

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr.	Phase 3 Rate/Hr.
Expert Witness	Expert Witness Preparation and Deposition	\$215	\$215	\$215
Principal Engineer/Scientist	QA/QC by Principal or Senior Technical Reviewer, Meetings with Regulatory and Oversight Agencies	\$198	\$198	\$198
Senior	Remediation, Engineering Design, Investigation			
Engineer/Scientist	Design, Development of Work Plans, Database Design, Training, Industrial Hygiene	\$176	\$176	\$176
Project Manager	Project Management, Coordinates Multi-Disciplinary Teams, Response to Agency Questions, Project Meetings with Clients/Regulators	\$157	\$157	\$157
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$116	\$116	\$116
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data Collection/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$ 111	\$ 111	\$111
Technical Editor	Review and revision of documents for submittal to clients.	\$116	\$116	\$116
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$102	\$102	\$102
Staff Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$ 89	\$ 89	\$ 89
Drafting (Graphics)	AutoCad or Microstation Drafting	\$ 82	\$ 82	\$ 82
Project Assistant	Monthly invoicing	\$ 74	\$ 74	\$ 74
Clerical	Word Processing, Clerical	\$ 58	\$ 58	\$ 58

REIMBURSABLE EXPENSES

Sub Consultant Name:	RNL Design	
These rates are for Phase 1,	2 and 3 of the project and good through 2021.	

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Urban Design Task Lead	Coordinate with team for urban design integration	\$200.00	\$200.00	\$200.00
Urban Design/Planner	Develop planning and design alternatives for implementation	\$134.40	\$134.40	\$134.40
Senior Landscape Architect	Develop streetscape plan alternatives and 3D graphics	\$147.20	\$147.20	\$147.20
3D Visualization	Prepare 3D Visualization communication graphics	\$91.00	\$91.00	\$91.00

REIMBURSABLE EXPENSES

Sub Consultant Name: Surveying And Mapping (SAM). These rates are for Phase 1, 2 and 3 of the project and good through 2021.

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Principal	Principal in Company	\$191	\$205	\$205
Sr. Project Manager	Senior Level Manager	180	195	195
Survey Supervisor	Mid-Upper Level Manager	144	155	155
Project Manager	Manages Projects	139	150	150
Sr. Project Surveyor	Sr. Level Professional Land Surveyor - Calculates	124	132	132
Project Surveyor	Professional Land Surveyor - Calculates and Drafts	105	120	120
Sr. Survey Tech	10 Yr. Survey Technician - Calculates Boundaries	95	105	105
Survey Tech	Mid Level Technician - Supports Field Crews	82	90	90
CADD Operator	Drafts Survey Plats	77	83	83
Admin/Clerical	Supports Staff	62	66	66
One (1) Person Crew	One Person working alone as a Survey Crew	113	122	122
Two (2) Person Crew	Two People working as a Survey Crew	160	170	170
Sr. Field Coordinator	Supervises Survey Field Crews	108	115	115
Field Coordinator	Supports Survey Field Crews	98	105	105
Mobile Scanning Vehi		\$3000 Day	\$3000 Day	\$3000 Day
Laser Scanner		\$850 Day	\$850 Day	\$850 Day

REIMBURSABLE EXPENSES

Sub Consultant Name: _	Toole Design Group, LLC	
These rates are for Phase 1, 2	and 3 of the project and good through 2021.	

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Principal-in-Charge	Provides senior-level client contact and services and is ultimately responsible for team performance.	\$200	\$200	\$200
Engineer Lead	Responsible for overall quality control, leads preparation of design efforts and provides direction to junior staff and interface with clients.	\$200	\$200	\$200
Project Manager, Senior Engineer	Plans and manages the project delivery process for large or complex projects. Leads public engagement efforts and serves as principal client contact.	\$172	\$172	\$172
Project Engineer	Prepares design criteria and design analysis reports, develop contract documents (plans and specifications), develops opinions of cost.	\$130	\$130	\$130
Engineer	Designs and completes project elements, prepares reports and calculations under supervision.	\$108	\$108	\$108
Planning Lead	Responsible for quality control of planning products; leads preparation of planning efforts and provides direction to junior staff and interface with clients.	\$190	\$190	\$190
Senior Planner	Prepares analysis reports, develops preliminary improvement recommendations, leads data gathering and GIS mapping efforts, supports engineering efforts and oversees public involvement material development.	\$140	\$140	\$140
Project Planner	Assists with analysis reports, develops improvement recommendations, leads data gathering.	\$100	\$100	\$100
Planner	Completes planning project elements and prepares reports under supervision.	\$90	\$90	\$90
Landscape Architect	Prepares design criteria and analysis reports, develops contract documents, develops opinions of cost within streetscape and landscaping focus areas, develops environmentally sustainable design.	\$95	\$95	\$95
GIS Specialist	Responsible for GIS databases, designs new and updates existing maps, prepares metadata and other information.	\$90	\$90	\$90
Graphic Designer	Lead development of marketing materials.	\$98	\$98	\$98
Intern	Assists with data gathering, research, document production.	\$65	\$65	\$65
Administration	Technical-level services involving the preparation of project deliverables, word processing and project accounting.	\$65	\$65	\$65

REIMBURSABLE EXPENSES

It is anticipated the design team will have reimbursable expenses for items such as reproduction (major deliverables i.e. reports, plan sets, public flyers), traffic control, lab analysis, drilling, advertising, public information materials, travel (out of state), branding, flyers, direct mail, postage for direct mailings, handouts/infographics, eNewsletter template, newspaper survey tool, stakeholder database, email blast tools, newspaper ads, public meeting supplies, venues, refreshments, meet in the street rentals/giveaways, interpretation devices and other similar items associated with scope of work task items. The above expenses reflect major project expenses that are difficult to accurately predict. Reimbursable expenses will require written City approval prior to expenses being incurred which are not included in the hourly rates and will be reimbursed at actual cost.

Staff may change classifications throughout term of project.

Sub Consultant Name:	USIC, LLC	
These rates are for Phase 1, 1	2 and 3 of the project and good through 2021.	•

List <u>ALL</u> potential firm personnel titles/elassification that be utilized under the agreement and their respective hourly rate. Do not list the name of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr	Phase 3 Rate/Hr.
Utility Locater	Locate Utilities ANEC Level B	\$75.00	\$75.00	\$75.00
Traffic Control TCS	Traffic control with flaggers	\$165.00	\$165.00	\$165.00
Project Management	Project management & support	\$85.00	\$85.00	\$85.00
Vacuum Excavation	Two-man crew truck trailer for potholes temporary repair	\$235.00	\$235.00	\$235.00
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REIMBURSABLE EXPENSES

Sub Consultant Name:	Yeh and Associates	
These rates are for Phase 1,	2 and 3 of the project and good through	2021.

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

Title/Classification	Responsibilities	Phase 1 Rate/Hr.	Phase 2 Rate/Hr.	Phase 3 Rate/Hr.
Principal	Ensure project receives all needed support. Reviews schedule, budget.	\$180	\$180	\$180
Senior Project Manager	Responsible for day to day management of project	\$160	\$160	\$160
Project Manager	Responsible for management of limited scope projects.	\$135	\$135	\$135
Senior Project Engineer or Geologist	Performs engineering/geological investigations	\$115	\$115	\$115
Project Engineer or Geologist	Performs investigations, prepares reports.	\$100	\$100	\$100
Staff Engineer or Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$85	\$85	\$85
Senior Field Inspector	Inspects construction, submits daily field reports	\$105	\$105	\$105
Field Inspector	Provides construction inspection services, write field reports	\$90	\$90	\$90
Senior Field Engineering Technician	Conduct tests on soils, concrete, asphalt. Is fully certified	\$85	\$85	\$85
Field Engineering Technician	Samples and tests asphalt, concrete, aggregate, and soils	\$68	\$68	\$68
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing	\$85	\$85	\$85
Laboratory Technician	Conducts tests on soils, concrete, asphalt	\$62	\$62	\$62
Graphics Specialist (CAD, Illustration)	Prepares materials for public meetings, proposals, and deliverables.	\$105	\$105	\$105
Drafter	Prepares drawings and maps	\$70	\$70	\$70

REIMBURSABLE EXPENSES

f Denver											Exhibit D)												Quebec Str	reet 13th to 26th
	Mana Princ	naging Pro ncipal Mana	oj. Prof Eng ager 5	gineer Prof	Prof er 4 Engineer	Prof r 3 Engineer 2 E	Prof Engineer 1 FIT -	-3 FIT -2	De FIT -1	lesigner - Designer - CAD F	Project Controls Admin	n III Admin I	TSH \$					Sub Cons	sultants					Reimbursable Expenses	TOTAL
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TASK NUMBE	Hourly													ROW	Traffic Urban Des	-	PI	PI	Bike/Ped	Geotechnical Light	ing Potholing		Basic Service	Per Exhibit D	
TASK DESCRIPTION	Rates: 215		.15 198.1 RL BM/GC/J			DL 113.16	92.05 87.5	51 78.70 KG	73.57	151.56 127.92 68.04 SF LN/AM		87 52.71 PM LH		SAM	APEX RNL	GBSM	CRL	Hispanidad	Toole	Yeh Clar	iton USCI	Pynion (Other Total		
Project Management		GI	RL BM/GC/J	15/DW	KD	BC DL		KG		SF LN/AM	IB	PM LH													+
Project Initiation, Invoicing, (16 months) Team & Sub Coordination, PMP & Communications		3	32	40	40	48		48		40	16	20	\$8,953	\$19,324					\$4,340			\$3,028	\$39,3		
Team & Sub Coordination, PMP & Communications PLT Meetings (monthly for 16 months)		12 6	104 48	48	48	48		48		48		20	\$57,492 \$10,805		\$10,686							\$21,426 \$32,864	\$89,6 \$43,6		3
4 Technical Advisory Group (monthly for 16 months)		6	48	9	6	6		4		9			\$15,673									\$27,056	\$42,7	29	
5 Preliminary Design Review Meeting (FIR) (CDOT) 6 ERA Concept Review Comments		4	20	16	16	16		16		4			\$5,939 \$12,709										\$5,9 \$12,7	09	-
7 ERA Preliminary Review Comments			40	40	40								\$22,117										\$22,1	17	
BTOTAL Environmental Activities		31	300	121	114	0 74	0	0 72	0	0 61 0	16	20 0	\$133,689										\$256,1	41 \$4,23	\$260,3
Design Activities TSH																									4
Review QAA Alternatives			8	16	8	8		8					\$7,785						\$560				\$8,3		
Conceptual Design Typical Sections Conceptual Design Alignments			16		40			40		20			\$12,787 \$15,142										\$12,7 \$15,1	87 42	-
Analyze Impacts (Access, ROW, Drainage, Utilities, E	tc)		8	24	24	40		20		20			\$16,200		\$4,2	240							\$20,4	40	
5													\$0 \$0											60	
Activities Pinyon 6 Agency Scoping		4	4	8						AAA			\$3,241									\$6,189	\$9,4	30	
7 Alternatives Development		8	16	40	40	80		40		20			\$33,846						\$1,088			\$34,116	\$69,0	50	
8 Air Quality 9 Geologic Resources and Soil										1			\$0 \$0									\$17,852 \$480	\$17,8 \$4		_
10 Water Quality			2	8									\$1,981									\$10,542	\$12,5		
11 Floodplains													\$0									\$202	\$2		
12 Wetlands/Waters of the US 13 Vegetation and Noxious Weeds													\$0 \$0									\$13,872 \$1,656	\$13,8 \$1,6		
14 Fish and Wildlife													\$0									\$1,819	\$1,8	19	
15 Threatened and Endangered Species 16 Historic Resources													\$0									\$1,339 \$164,452	\$1,3 \$164,4		
17 Archeological Resources				-									\$0									\$2,544	\$2,5	44	
18 Paleontological Resources													\$0									\$2,544	\$2,5	44	
19 Land Use 20 Social Resources													\$0 \$0									\$11,356 \$8,680	\$11,3 \$8,6		
21 Economic Resources													\$0									\$23,758	\$23,7	58	
22 Environmental Justice 23 ROW										1 A A A A A A A A A A A A A A A A A A A			\$0									\$15,300 \$4,102	\$15,3		_
24 Transportation			4	8		12				A.s.			\$3,736					1				\$4,102 \$11,658	\$4,1 \$15,3		
25 Utilities			8	8									\$3,170									\$480	\$3,6	50	
26 Parks and Recreation 27 Farmlands													\$0 \$0									\$2,386 \$119	\$2,3 \$1		-
28 Noise													\$0									\$32,900	\$32,9	00	
29 Visual Resources 30 Energy													\$0 \$0									\$8,744	\$8,7	44	
31 Hazardous Materials										0.00			\$0 \$0									\$19,544	\$19,5	44 \$1,06	5
32 Cumulative													\$0									\$18,320	\$18,3	20	
33 Prepare EA		2	24	12						A A A A A A A A A A A A A A A A A A A			\$7,565									\$37,644	\$45,2	09 \$67	ט
34 Initial CCOD Review; Revision of EA for Submittal to C	DOT		8	8						Anan			\$3,170									\$23,152	\$26,3	22	
Initial CDOT Review concurrent with second CCOD rev	ew;	_																							
35 Revision of EA for Submittal to FHWA 36 FHWA Review of EA		2	8	8									\$3,602 \$0									\$17,616 \$16,546	\$21,2 \$16,5		
37 Final Approval of EA										5 A			\$0									\$5,480	\$5,4	80	
38 30-day Review Period including One Public Meeting													\$0									\$17,864	\$17,8	64	
39 Prepare FONSI		1	8	8						BA A			\$3,386									\$28,210	\$31,5)
40 Initial CCOD Review; Revision of FONSI for Submittal to C	DOT												\$0									\$18,702	\$18,7	02	
Initial CDOT Review concurrent with second CCOD review	c,			6 6 6 8 8						AAAA															
Revision of FONSI for Submittal to FHWA													\$0									\$15,438	\$15,4	38	
42 FHWA Review of FONSI 43 FinalApproval of FONSI													\$0 \$0									\$15,232 \$5,430	\$15,2 \$5,4	32	
44 Project File													\$0									\$20,940	\$20,9	40	
OTAL		17	134	148	152	8 132	0	0 108	0	0 60 0	0	0 0	\$105,453										\$758,7	07 \$2,23	\$760,9
Concept & Preliminary Design Preliminary Design													90											90	4
4 Develop Typical Sections			2		24					40			\$9,272										\$9,2		
5 Develop Horizontal Alignment			2		40 32			40 32		h .			\$9,809										\$9,8		
6 Develop Vertical Alignment 7 Driveways			2		16			32 80		144			\$7,927 \$9,198										\$7,9 \$9,1		
8 Intersection			2	16	40	40		40					\$17,506										\$17,5		
Preliminary Plan Set a. Title Sheet			1		1					8			\$0 \$1,378					-					\$1,3	\$0 78	
b. Standard Plans List			1		1					8			\$1,378										\$1,3		
c. Typical Sections			1		4					40			\$5,942										\$5,9		
d. General Notes e. Details			1		1			20		8 40			\$1,848 \$7,046										\$1,8 \$7,0	48 46	
f. Engineering Geology Plan			1		1			23		4			\$866										\$8	66	
g. Geometric Control Plan h. Removal Plans			1		1			60		60 60			\$8,345 \$15,101										\$8,3 \$15,1	45	
i. Roadway Plan & Profile			1		36			144		576			\$90,853										\$15,		
j. Paving Plans			1		36			72		90			\$23,016										\$23,0	16	
k. Utility Plans I. Storm Sewer Plans			1	-	20			40		120 2 144			\$22,424 \$10,252										\$22,4 \$10,2		
m. SWMP plans			0							2 240			\$16,586										\$16,5	86	
n. Hardscape Plans			1		4			4		4			\$1,651										\$1,6		
o. Landscape Plans p. Irrigation Plans			1		4			4		4			\$1,651 \$1,651										\$1,6 \$1,6		
q. Lighting Plans			1		4			4		4			\$1,651										\$1,6	51	
r. Traffic Signal Plans s. Signing & Striping Plans			1		4			4		4			\$1,651 \$1,651										\$1,6 \$1,6		
t. Construction Phasing Plans			3		40			4		40			\$12,291										\$12,2	91	
10 Plan Production		42	1	46	2			4		8			\$1,850										\$1,8	50 \$1,00	J
12 QC Review 13 6th Ave to 12th additional design work		16	24	40	120			8 80		8 80			\$19,039 \$49,732									\$14,460	\$19,0 \$64,1		
T3 6th Ave to 12th additional design work OTAL		24	83	96	467	0 40	0	0 652	0	0 1,218 384	0	0 0	\$49,732 \$351,567					<u> </u>				φ14,400	\$366,0		00 \$367,
urvey																									4
Research Control / Send Survey Notifications to Land Locate and Set Control Points	Jwners												\$0 \$0	\$4,568 \$4,802									\$4,5 \$4,8		
3 Mobile Map (Scan) / (Materials - Scanner)													\$0 \$0	\$14,983									\$14,9	83	
4 Process Scanned Data (Mark 15 Hrs. / Matt 70 Hrs.)													\$0	\$30,430									\$30,4	30	
5 Additional Design Surveys to Supplement Mobile Map 6 ROW Surveying	per												\$0 \$0	\$7,592 \$12,276									\$7,5 \$12,2		
7 Utility Surveys													\$0	\$12,488									\$12,4	88	
8 Traffic Control													\$0	\$5,000									\$5,0		
9 Utility Locates 10 6th to 12th Survey & ROW													\$0 \$0	\$14,895 \$93,198									\$14,8 \$93,1	98	
TOTAL		0	0	0	0	0 0	0	0 0	0	0 0 0	0	0 0	\$0	,,.00									\$200,2		\$200,2

Page 1 of 4

f Denver														Ex	hibit D																Quebec Stre	eet 13th to
	Ma Pi	anaging rincipal	Proj. Manager	Prof Engineer 5	r Prof Engineer 4	Prof Engineer	Prof er 3 Enginee	f Pro er 2 Engine	f er1 EIT-	-3 EIT -2	EIT -1	signer - Desig	ner - CAl Opera	D Project ator Controls	Admin III	Admin I	TSH \$						Sub Co	nsultants							Reimbursable Expenses	e TOTA
TASK																		Survey / ROW	Traffic L	Urban Design	PI	PI	PI	Bike/Ped	Geotechnica	l Lighting	Potholing	Environmenta			Per Exhibit D	
NUMBE TASK DESCRIPTION	Hourly Rates: 2	215.72	198.15	198.15	156.63	143.40	0 113.1	16 92.0)5 87.5	1 78.70	73.57 1	51.56 127	.92 68.0	04 122.82	95.87	52.71		SAM	APEX	RNL	GBSM	CRL	Hispanidad	Toole	Yeh	Clanton	USCI	Pynion	Other Ba	asic Services		
Geotechnical 1 Field Work (by outside sub to Yeh)																	\$0								\$36,96	60				\$36,960		4
2 Lab Work 3 Report			2		2	2					2		2				\$0 \$1,123								\$26,48 \$20,00					\$26,480 \$21,123		
BTOTAL Right of Way		0	2	C	0 2	2	0	0	0	0	2 0	0	2	0 0	0	0	1,123			********************										\$84,563	\$0	\$0 \$
Calculate Missing Section Corners or Range Points																	\$0	\$5,272												\$5,272		
ROW and Property Calculations based on Title Work 2 (Easements)					0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0								b b b c c c c				\$0	\$19,256												\$19,256		
3 Produce Control Diagram 4 Produce ROW Plan Sheets (1.3 mi = 6 sheets)					20	0				2	10						\$0 \$4,707	\$2,836 \$13,176												\$2,836 \$17,883		
Produce Preliminary ROW Plans (Title, Tabs, Monuments, Control, Plans, Own)										_								\$7,446												\$7,446		
6 QA/QC - Plans, Deliver																	\$0 \$0	\$3,312												\$3,312		
7 Research Existing ROW and Ownership 8 Research Existing ROW and Ownership																	\$0 \$0													\$0 \$0		
9 Determine ROW Impacts 10 Obtain Title Commitments (160 total) (\$650/EA)			20		40	0				4	10						\$13,376 \$0													\$13,376 \$0		
BTOTAL		0	20	C	0 60	0	0	0	0	0 6	0 0	0	0	0 (0	0	18,083													\$69,381	\$0	,0
Preliminary Hydrology & Drainage Design 1 Concept Design				80	0		120										\$33,059													\$33,059		
2 Preliminary Design 3 Plans				80 20	0		160 120								-		\$38,795 \$21,170				-									\$38,795 \$21,170		
4 Report		0	0	40 220		0 4	60 460	0	0	0	0 0	0	0	120 120 (0	0	\$24,695 \$117,719													\$24,695 \$117,719	\$20 \$2 0	20 20
Water Quality																																
1 Analysis 2 Concept Design				16	6		60 40										\$11,774 \$8,906													\$11,774 \$8,906		
3 Preliminary Design 4 Preliminary SWMP				24	4		120 32										\$21,963 \$4,589													\$21,963 \$4,589		
TOTAL Construction Phasing		0	0	56	6 0	0 2	252	0	0	0	0 0	0	0	0 (0	0	\$47,232													\$47,232	\$0	0
1 Phasing Strategy			4	16	6 8	8		40									\$9,742													\$9,742		
TOTAL Roadside Development/Urban Design		0	4	16	5 8	8	0	40	0	0	0 0	0	0	0 (0	0	\$9,742													\$9,742	\$0	U
Develop Preferred Conceptual Design Preliminary Landscaping Design			1		4	4											\$825 \$825			\$23,056										\$825 \$23,881		
3 Preliminary Irrigation Design			1		0 12	4					0 0						\$825 2,474			\$12,500										\$13,325 \$38,030		••
Preliminary Bicycle & Pedestrian Connections		U	3	,	U 12	2	U	U	U	U	0 0	U	U	0 (0	U															\$0	U
Conceptual Design review Preliminary Bicycle Connection Planning			1		2	2											\$511 \$511			\$3,880)			\$2,12 \$2,48						\$6,519 \$2,995		
OTAL tility Coordination		0	2	C	0 4	4	0	0	0	0	0 0	0	0	0 0	0	0	1,023													\$9,515	\$0	0
Obtain Existing Utility Mapping										4							\$3,148													\$3,148		
2 Identify conflicts 3 Meet with Owners			20		40	0				6	i0		40				\$12,190 \$14,950													\$12,190 \$14,950		
3 Resolve Conflict with Owners		0	10 34		0 80	0	0	0	0	0 18	0 O	0	20 60	0 () 0	0	\$10,820 \$41,108													\$10,820 \$41,108	so	÷0
Pot Holing			0.				0		0	0 10		0	00																		Ų	Ě
1 Identify Pothole Locations and Plans 2 Potholes (up to 25 holes)					2	2					4		4				\$1,140 \$0										\$	0		\$1,140 \$0		
TOTAL Preliminary Signage Striping & Traffic Signals		0	0	C	0 2	2	0	0	0	0 -	4 0	0	4	0 (0	0	\$1,140													\$1,140	\$0	,0
Preliminary Signage, Striping, Interconnect, and Traffic 1 Signal/ Traffic Control Design																	****		\$760											44.450		
2 Field Visit Site Assessment			1	1	1												\$396 \$396		\$1,904											\$1,156 \$2,300		
3 Legend Plan Sheet 4 Tabulation of Traffic Quantities Sheet			1	1	1												\$396 \$396		\$562 \$1,124											\$958 \$1,520	***************************************	
5 Signing and Striping Plan Sheets 6 Traffic Signal Removal Sheet			1	1	1												\$396 \$396		\$7,520 \$2,334											\$7,916 \$2,730		
7 Traffic Signal Plan Sheet 8 Interconnect Plans			1		1												\$396		\$4,668											\$5,064 \$5,756		
OTAL		0	8	8	8 (0	0	0	0	0	0 0	0	0	0 (0 0	0	\$396 3,170		\$5,360											\$5,756 \$27,402	\$0	;0
Traffic Analysis 1 Review Existing Traffic Information			4	3	8			24									\$5,094													\$5,094		4
2 Traffic Projections 2040 3 Analysis of LOS, MOEs for alts analysis				8	8			40 160									\$6,111 \$26,031													\$6,111 \$26,031		
4 Roadway & Intersection Lane Recommendations			2	16	6 2	2		40									\$8,406		4				1							\$8,406		
5 Traffic Analysis 6 Extend baseline traffic model from 13th to 6th																	\$0 \$0		\$760 \$7,152											\$760 \$7,152 \$4,768		
7 Update existing baseline traffic model 8 Evaluate up to 3 design alternatives															-		\$0 \$0		\$4,768 \$9,760		-									\$9,760		
9 Traffic analysis report 14 6th Ave to 12th additional traffic work			1	40	0			40									\$0 \$12,650		\$4,224											\$4,224 \$12,650	\$300	0
OTAL		0	7	112		2	0	304	0	0	0 0	0	0	0 (0	0	\$58,293													\$84,957	\$300	10
ighting 1 Preliminary Lighting Design & Plans			1		1	1					2		2				\$768			\$400)					\$18,8	10			\$19,978	\$500)0
OTAL reliminary Cost Estimates		0	1		0 1	1	0	0	0	0	2 0	0	2	0 (0	0	\$768													\$19,978	\$500	.0
1 Develop Quantities			2	8	8 16	6	16	16		4	10		40				\$16,857		\$1,072	\$2,400										\$20,329		
2 Prepare Estimate OTAL		0	10	8	8 32	2	16	16	0	0 4	0 0	0	40	0 0	0	0	\$4,091 \$20,948		\$692											\$4,783 \$25,112	\$0	;0
cheduling 1 Develop Schedule			16														\$3,170													\$3,170		
2 Monthly Schedule Updates (16 months)		n	16 32		0 (0	0	0	0	0	0 0	0	0	0 0) 0	0	\$3,170 \$6,341													\$3,170 \$6,341	en	0.0
ublic Involvement		J	52				-	-		-		Ÿ		-													1			40,041	ą.	
1 Strategy, Coordination and Management 1 Strategy & Management		2															\$0 \$431				\$35,800									\$0 \$52,681		
Messaging and Stakeholder Involvement Plans Project Materials		2															\$431 \$0				\$6,580									\$11,711 \$0		
Project Branding & Materials Project Web Page & Digital Communications		2	4		-												\$1,224				\$35,930 \$28,930		\$2,4 \$5,6							\$39,554 \$35,323		
6 Stakeholder Meetings and Presentations			4														\$793 \$0				\$28,930									\$0		
6 Community Task Force (Up to 6 meetings) 7 One on One/Small Group Meetings (Up to 50 Meetings)			24 100		0	0							12 24				\$6,291 \$22,885				\$28,440 \$18,335			60 60				\$9,43	32	\$48,213 \$41,220	\$500)0
Property Owner Meetings (Up to 10 meetings) Organizational Presentations & Briefings (Up to 20 mtgs)		1	10 40		20	0							20 20		-		\$7,673 \$10,700			\$4,000 \$8,464	\$9,275			60 60						\$20,948 \$33,489	\$500 \$500	00
10 Public Meetings (Up to 3 meetings) 12 Public Affairs and Elected Officials Coordination			30	24	4 12	2				2	14		40				\$19,585 \$793		\$3,888	\$2,400		\$5,40	00 \$1,5	0 \$1,08	8			\$13,36	88	\$98,099 \$42,523	\$100	
13 Environmental Justice & Multi Cultural Communications	3		1														\$198				\$1,640		\$25,3	10						\$27,138		
14 Media Relations 15 Strategic Partnering			1					0									\$198 \$198		\$12,160		\$10,640			60						\$10,838 \$12,358		
TOTAL		7 79					0 736	0 606	0	0 2		0	116	0 (-	0	\$71,400			604.010	#050 000	AFO 00	25 044.0	0 044.00	0 00011	0 0400	10 4	0 675000	12 60	\$474,095 \$2,637,420		
Total Hours for TSH and Fee for Subs -Phase 1			ชอย	809	ა. 968	0	(30)	OUD	0	0 1,14	U	0	1,563	504 16	3 20	U	φ1,001,430	\$∠/U,854	\$83,122	φ01, 34 0	\$253,020	\$50,22	25 \$44,6	50 \$11,68	ს	10 \$18,8	10	0 \$758,84	¥2 \$U	\$4,037,4ZU	\$9,886	,U

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enver												EX	hibit D														Quebec Str	ieet istii
	Managing Principal	Proj. F	Prof Engineer	Prof	Prof	Prof	Prof	EIT-3 EIT-:	0 FIT 4	Designer -	Designer - C	AD Project	Admin III Adn	nin I TSH \$													Reimbursable	е
	Principal	wanager	5 -	ingineer 4 Ei	ingineer 3 E	ingineer z Eng	girieer i E	EII - 3 EII	2 [11-1	4	з Оре	rator Controls	Admin iii Adi	IIIII ION \$	Survey /					Sub Cons	uitants						Expenses	10
ASK MBE	Hourly														ROW	Traffic	Urban Design	PI	PI	PI	Bike/Ped	Geotechnical	Lighting	Potholing	Environmental	Basic Service	Per Exhibit D	
TASK DESCRIPTION		198.15	198.15	156.63	143.40	113.16 9	92.05 8	87.51 78.70	0 73.57	151.56	127.92 68	.04 122.82	95.87 52	.71	SAM	APEX	RNL	GBSM	CRL	Hispanidad	Toole	Yeh	Clanton	USCI	Pynion	Other Total	3	
ASE 2 TASKS																												
	Phase 2 Hr Rates: 232.97	214.00	214.00	160 16	15/1 87	122.21 0	00 //1 0	0/1 5/1 0/1	0 70.45	163.68	138 16 73	132.65	103.54 56	03														
ject Management	71000. 232.97	214.00	214.00	103.10	134.07	122.21	33.41 3	94.51 04.93	3 75.43	103.00	130.10	132.03	103.54 30	.93														
Management & Invoicing, (30 months) Progress Meetings (every 2 weeks 24 months - 48 total)		30 144										6	0	\$14, \$30,		10 \$15,832	2								\$35,870	\$92,12 \$30,81		
3 Team & Sub Coordination & Communications		48	48	48					48		48			\$30,												\$30,61		
4 Final Design Review Meeting (FOR) CDOT	4	8	8	8					12		8	8		\$8,	422											\$8,42	2	
5 Final Plans ERA Comment Responses 6 Ad Plan &Spec ERA Review Comment Responses		24 24	20	20							20			\$15, \$15.	562 562											\$15,56 \$15,56	2	
OTAL	4	278		96	0	0	0	0	60 (0 0	96	8 6	0 0	0 \$124,	116											\$201,85	8 \$	\$0
pplemental Survey		2		4							4			64	150											01.15	0	
Additional Survey Outside Supplemental Mapping (Go Backs)		2		2							4			\$1, \$1,	319 \$8,79	96										\$1,15 \$10,11	5	
TAL	0	4	0	3	0	0	0	0	0 (0 0	8	0	0 0	0 \$2,	469											\$11,26	5 \$	\$0
otechnical 1 Final Pavement Report		1		1							1			S	521							\$5,280				\$5,80	1	
TAL	0	1	0	1	0	0	0	0	0 (0 0	1	0	0 0		521							\$3,200				\$5,80		\$0
zardous Material																												
Hazardous Material Phase 1 (assumes 5 parcels) Limited Subsurface Investigations (5 borings for soil and wat	er)	1		2					2						722 552										\$26,989 \$12,074			17
3 Environmental Support		1		2										\$	552										\$6,337	\$6,89	0	
FAL ht of Way	0	3	0	6	0	0	0	0	2 (0 0	0	0	0 0	0 \$1,	827											\$40,33	8 \$63,01	17
1 ROWPR meeting		4						4						S	856											\$85	6	
Write Legal Descriptions (2 per owner - 2x160 = 320 Legals)								1																				
2 (\$270/EA) Create Exhibits (1 per owner - 1x160 = 160 Exhibits)		-													\$0 \$86,62	υ										\$86,62	U	
3 (\$280/EA)															\$0 \$45,00	06										\$45,00	6	
Create a Land Survey Plat of Missing Range Points to be 4 filed at City															\$0 \$5,44	10										\$5,44	0	
Set temporary points in field for missing Range Points and																												
5 Sec Corners			E												\$0 \$6,81											\$6,81		
6 Review updated Title Work 7 Produce Final ROW Plans											2			\$	\$0 \$8,78 276 \$15,09											\$8,78 \$15,36		-
8 QA/QC Plot and Deliver/Meetings											2			\$	276 \$3,60	08										\$3,88	4	
9 Update Title work 0 Traffic Control		1		2							2				829 \$3,00											\$82 \$3,82		
12 ROW Acquisition Team Meetings		108						1						\$23,	112	,,,										\$23,11	2	
3 ROW Acquisition Team Graphics	0	8 122	0	20	0	0	0	0	0 (0 0	40 48	0	0 0	\$10, 0 \$36,	621											\$10,62 \$211,15	1	to .
nage	U	122	U	24	U	U	U	U	0 (0 0	40	U	0	0 \$36,	799											\$211,15	, ,	>U
1 Coordination with Denver , CDOT & RTD		1	24		24							8		\$9,												\$9,65		
P Final Design Final Plans			40		120 120						2	80		\$27, \$33,												\$27,14 \$33,29		
4 Final Report			40		80							40		\$23,	889		·							-		\$23,88	9 \$4	12
5 Tabulations			8		16							8		\$4,												\$4,77		
6 Quantities 7 Specifications			4		16									\$2, \$3,												\$2,09 \$3,33		
8 Final Revisions		2	8		40							24		\$10,	098											\$10,09	8	
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2 Final Plans		1	24	1	60							120		\$23,												\$23,62		
3 Final SWMP	0	1	36	1	100	0	0	0	0 (0 0	0	40 160	0 0	\$8, 0 \$35.												\$8,75 \$41,33		50
adway & Intersection Design			00		100							.00	0	0 \$00 ,	302											V-11,00	Ť	
1 Final Horizontal and Vertical Design		4		80					80		80			\$32,												\$32,24		
2 Driveway & Sidewalk Details 3 Jointing Plans (if concrete)		2		20					60		80 40			\$21, \$11,												\$21,66 \$11,73		
4 Ramp Details		2		4					80		20			\$10,	667											\$10,66	7	
5 Grading Plans 6 Final Removal Plans		2		20					40 40		20			\$7, \$9.										-		\$7,21 \$9.97		
7 Final Access Plans		2		20					40		20			\$9,						<u> </u>		<u> </u>				\$9,97		
8 Integrate Utility Plans		1		4					8		40			\$7,			\$6,000									\$13,09		
9 Final Right of Way & Easements 0 Integrate Materials Engineering		1		2					4		4			\$1, \$1,												\$1,44 \$1.44		
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4 Integrate Drainage		1		2					4		4			\$1,	445		\$4,000							-		\$5,44	5	
5 Integrate Lighting 6 Roadway Plans & Profile Sheets		1		2					4		4			\$1,	445		\$2,000									\$3,44	5	
6 Roadway Plans & Profile Sheets 7 Tabulations		4		20					72 80		108 40			\$34, \$16,	565											\$34,07 \$16,56	5	
8 Plan Prep & Distribution		2									40			2 \$6,	068											\$6,06	8 \$1,00	00
9 Technical Specifications 0 QC Review	0	20	40	40 g				1	8		16			8 \$11, \$16,							\$1,728					\$11,50 \$18,10	7	
1 Final Clearances	8	20		0							10			\$4,	280						Ψ1,120					\$4,28	0	
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Potholes (up to 25 holes)		1		0					4		4			\$1,										\$19,500		\$20,60		
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	Ma Pr		Proj. F anager	Prof Engine 5	er Prof Engine	of Feer 4 Eng	Prof gineer 3	Prof Engineer 2	Prof Engineer 1	EIT -3	EIT -2	EIT -1	Designer -	Designer -	CAD Operator	Project Controls	dmin III Admir	I TSH \$						Sub Con	sultants						R	teimbursable Expenses	тот
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Signing, Striping & Traffic Signals																																	
Signage, Striping, Interconnect and Traffic Signal/Traffic																																	
1 Control Design			4		8										2			\$2,844		\$821											\$3,665		<i></i>
2 General Notes; Legend Plan Sheet													_					\$0		\$2,428											\$2,428		<u> </u>
3 Tabulation of Signs Plan Sheets												÷						\$0	1	\$7,283					-						\$7,283		<i></i>
4 Tabulation of Pavement Marking Quantities Plan Sheet	-at\		-							-		-	_		-			\$0	1	\$1,214 \$1,214					-		-	-			\$1,214 \$1,214		<i></i>
5 Tabulation of Traffic Signal Quantities (includes interconne 6 Signing and Striping Plan Sheets	(CL)										-							\$(\$19,008											\$19,008		<i>(</i>
7 Traffic Signal Removal Sheet											-							φ(φ(\$3,642						-					\$3,642		<i></i>
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9 Interconnect Plans																		\$0	1	\$13,354											\$13,354		<u> </u>
10 Miscellaneous Detail Sheets												-						\$0	1	\$2,894											\$2,894		<i>-</i>
11 Specifications					-				<u> </u>	+		·		-	-			\$0	1	\$3,456					-		-				\$3,456	\$163	·
12 Final Review and Revisions			2		2					-		-	-	1)			\$1,132		90,400					\$1,46	R					\$2,600	ψ100	<i>_</i>
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Final Cost Estimates																_	-	, ,,,,													4 0.,=00	7111	
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2 Prepare Estimate			8			16				-	70	,			,			\$4,419		Ψ1,024	\$6,000				-						\$10,419		<i>_</i>
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Scheduling						OL.			· ·	,	, ,				, ,	Ů		\$10,001													\$60,60 .	ţ	
1 Monthly Schedule Updates (30 Months)			30															\$6,420	i												\$6,420		\leftarrow
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1 Strategy Update			20															\$4,280	i			\$6,815	\$1,944	\$2,160	i						\$15,199		_
2 Webpage and Email Updates (2)			8											1	1			\$2,817				\$8,157		\$2,160				-			\$13,134		
3 Elected Official Updates (8)			4								-							\$856			\$1,000					-					\$18,612		
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Property Owner Meetings																															Ţ.10,010	**	
1 One on one meetings (up to 20 meetings)			40															\$8,560	i		\$4,000										\$12,560		-
2 Meeting Prep Plans			8								-			20	1			\$4,475			\$12,000					-					\$16,475		<i>(</i>
JBTOTAL		0	48		0	0	0	0	(0 () ()	0) 20	0	0	0	0 \$13,035			ψ12,000			1							\$29,035	\$0	
Construction Documents																		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,													4 =0,000	*-	
Construction Plans, Specifications, & Estimate			40			40									40			\$18,266	i		\$24,000										\$42,266		
2 QC Check		4	16		40										20			\$14,386			\$6,000										\$20,386		/
BTOTAL		4	56		40	40	0	0	(0 () ()	0) (60	0	0	0 \$32,651			7-,										\$62,651	\$0	
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Total Phase 2 Services																																	\$
Reduction in Phase 2 Services to Fund Phase 3 Services. (\$192,110+\$75,000 =267,111)																																	
Total - Revised Phase 2 Services																															\$1,216,442	\$64,641	\$1
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Additional Services Phases 1, 2 & 3					-						-	-														1	-	1					

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