

RESOLUTION NO. 24-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND MICHAEL BAKER INTERNATIONAL, INC. FOR THE I-25 BICYCLE AND PEDESTRIAN BRIDGE DESIGN

WHEREAS, the City of Castle Pines, Colorado (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City issued a request for qualifications to seek proposals from companies to provide design services for the I-25 Bicycle and Pedestrian Bridge (the “Services”);

WHEREAS, Michale Baker International, Inc. (“Contractor”) submitted a proposal to the City, representing that it has the required qualifications and experience to the Services; and

WHEREAS, after careful consideration and evaluation of all proposals, and consideration of Contractor’s level of service, City Council desires to approve a professional services agreement with the Contractor.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves a professional services agreement with Michael Baker, International Inc., in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement.

Section 2. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 3. This Resolution shall take effect upon its approval by the City Council.

[Remainder of this page intentionally left blank.]

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR 0 AGAINST, AND 0 ABSENT THIS 23RD DAY OF JANUARY 2024.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman
Tracy Engerman (Jan 26, 2024 14:05 MST)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda C Michow

Linda C. Michow, City Attorney

EXHIBIT 1
PROFESSIONAL SERVICES AGREEMENT

City of Castle Pines, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: I-25 Bicycle and Pedestrian Bridge Design

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Castle Pines, a home rule municipality of the State of Colorado, with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the “City”), and Michael Baker International, Inc., a Pennsylvania Corporation with offices at 500 Grant Street, Suite 5400, Pittsburgh, Pennsylvania 15219 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement may be deemed a breach of this Agreement.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until January 31, 2025, or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event the City exercises its right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished materials, documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such materials, documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services performed and reimbursable expenses incurred prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance, state a reasonable time to cure the non-performance, and set a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In

the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. If the notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed in accordance with this Agreement prior to the date of suspension. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice required or permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement, or such other address as either Party may notify the other of, and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or the City Manager's designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Michael Orlosky ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform the Services with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the City reserves the right to monitor and evaluate the progress and performance of the Contractor to ensure the terms of this Agreement are being

satisfactorily met in accordance with the City's criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed One Million Three Hundred Twenty-Three Thousand One Hundred Eighty-Three Dollars And No Cents (\$1,323,183) ("Not-to-Exceed Amount") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- If this box is checked, the City shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit A**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the City's acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here] .

B. Invoicing. The City shall make payments to Contractor in accordance with subsection A of this Section IV within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the City no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City's interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may

be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor, shall not be billed or invoiced to the City, and shall not be paid by the City.

E. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall require and confirm that the requirements of Section VII (Insurance) and Section VIII (Indemnification) of this Agreement are included in any such subcontract. Contractor shall be responsible and liable to the City for indemnification of the City on behalf of a subcontractor if Contractor fails to confirm that the requirements of Section VIII are included in any subcontract between Contractor and a subcontractor related to this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes and shall not be considered employees or agents of the City. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, ordinances, and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits, or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee

Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
 - Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
 - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate

Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the City.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance and all endorsements required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in

whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. RESERVED

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the City may take include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.* ("CORA"). As such, this Agreement may be subject to public disclosure under CORA.

Furthermore, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the CORA to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Castle Pines Attn: City Manager 7437 Village Square Drive, Suite 200 Castle Pines, CO 80108	Michael Baker International Attn: Mike Orłowski 165 S. Union Blvd., Suite 1000 Lakewood, Colorado 80228
With Copy to: Castle Pines City Attorney Michow Guckenberger & McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity

Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the City terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the City. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term or provisions in any exhibit attached or incorporated into this Agreement, the terms and provisions in this Agreement shall supersede and control over the terms and provisions in such exhibit.

R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Castle Pines and the Contractor and to bind their respective entities.

U. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided herein.

CITY OF CASTLE PINES, COLORADO:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Linda Michow, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ (printed name) as _____ (title) of _____, a _____.

My commission expires: _____

(S E A L)

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION

City of Castle Pines

Scope of Work For

I-25 Pedestrian & Bicycle Bridge Design

Prepared by Michael Baker International

January 17, 2024

Project Overview:

This project is for the design of a bike/pedestrian structure in Castle Pines over I-25 between the Happy Canyon Road Exit and the Castle Pines Parkway Exit. The final location of the and structural configuration of the bridge will be determined as part of this project. The design of the bridge structure itself, including but not limited to bridge design, traffic engineering, survey, environmental engineering, geotechnical engineering, ROW, SUE, electrical/lighting design, drainage will be taken to 100% design, except as noted in this scope of work. Design of the west approach trail will be taken to 100% design. However, the east approach trail will only be taken to 60% design.

Project Team is as Follows:

- Baker: Prime (Structures, Site Civil, Drainage, Traffic)
- ACL: Trail Concept Design
- DHM: Landscape Architecture
- Clanton & Assoc: Electrical/Lighting Design
- HG Consult: Independent Design Check
- HCL Engineers: Survey, ROW, SUE
- Peak Consulting: CDOT Local Agency Coordination & Environmental
- Shannon & Wilson: Geotechnical

The Project Team will be referred to as “Consultant” for the remainder of this Scope of Work.

Scope Overview:

The Scope of Work provided in the RFP was very detailed and inclusive for project services and 30%, 90% and Final Submissions. As such, the RFP Scope of Work was cut and pasted into this document in Sections 1, 2, 3, 5 & 6 for project services and the aforementioned submissions. Any *critical* assumptions in conflict or in addition to the original scope of work are shown in *blue italics* (minor changes in the RFP’s scope of work are not below italicized in blue). Section 4 was added to this Scope of Work describe contents/requirements for the 60% Submittal to the City of Castle Pines (no submission to CDOT). The project milestone dates shown in Section 7, Project Schedule, were updated following the 1/11/24 scoping meeting with CDOT/City of Castle Pines. Finally, Section 8, Scope of Work and Fee Assumptions, includes additional assumptions made by Michael Baker and subconsultants to generate individual fee estimates and Scopes of Work to fulfill requirements of the overall project Scope of Work.

1. General Services and Project Management

Michael Baker will provide general project management for the project. The project duration is assumed to be *12 months*. Project management including project tracking, email/telephone correspondence, status reporting and responding to request is assumed to

Status reports shall be submitted electronically. Schedules shall be prepared and submitted in PDF format.

i. Project Management Plan

The consultant will prepare and submit for approval a Project Management Plan (PMP) to include, at a minimum, the following elements:

- Scope of Work
- Schedule – tasks, meetings, milestones, critical path, delivery dates, workshops, and public meetings tied directly to the scope of work tasks. Updates to the schedule are to be included in the monthly progress reports.
- List of submittals and associated submittal dates
- Budget
- Environmental mitigation approach
- Plan, Review, and Permitting requirements anticipated (including but not limited to planning, building, elevator (if applicable per ADA), and civil permits)).
 - *Elevators and associated structure design mentioned in Sections 1-5 of this Scope of Work was not considered in the Prime Consultant or Subconsultants' Scopes of Work and fee estimates. If elevators are required, a contract addendum will be required for inclusion of their design in this project. This applies to all instances of elevator design work described in this document. Elevators were excluded per conversations between Michael Baker and Castle Pines prior to the RFP being made publicly available, whereby Castle Pines stated that the City did not want elevators.*
- Outside agency coordination
- Regular monthly progress, submittal, and milestones meetings (including necessary pre-submittals, 30% design, 60% design, 90% design, and 100% design)
- Monthly project management status report
- Prepare and submit a Quality Assurance/Quality Control (QA/QC) plan which shall also include comment and resolution documentation strategy including tracking, response, and resolution meetings and spreadsheet examples.

ii. Project Coordination and Meetings

The consultant project manager will coordinate with the Castle Pines staff project team, the consultant's team, and outside entities regarding the project. The first step in project coordination will be to engage the Project Management Team (PMT) that shall be formed during this contract and develop a list of stakeholders. Formation of other groups and teams, such as Technical Working Groups (TWG), may also be used and coordinated. *TWG's were not assumed*

in the individual scopes of work for Prime and Subconsultants. Any additional work as a result of TWG's is considered to fall under Section 6, Additional Services.

The Consultant shall have the ability to conduct all meetings as digital meetings. The meeting will require an online facilitator, who will help to encourage virtual sharing and dialogue. Digital platforms must also facilitate virtual input and include recordings of meetings. Coordination will occur within the PMT/TWG and Stakeholder groups as discussed below:

a) Initial Scoping Meeting:

The consultant will be required to coordinate and attend the initial scoping meeting. This meeting will include the consultant and their sub-consultants, City staff, CDOT staff, Douglas County, DRCOG, and others as required. The consultant will be required to attend and run the initial project scoping meeting.

b) Progress Meetings:

At a minimum, monthly meetings will be conducted with the Project Management Team (PMT). At this meeting, the team will review the tasks completed, the tasks planned, discuss the schedule, and make critical decisions. At a minimum, the PMT is expected to include City decision-making staff, Consultant discipline leads as needed, and Sub-Consultants as needed. Action items will be tracked, and a list will be kept with each agenda. This list will denote who is responsible, when action is needed, and whether the action item is completed. Conference calls will also be used to provide project management updates. These Progress Meetings will be used to coordinate and track the work effort and resolve problems.

c) Monthly Summary and Invoicing

The selected consultant is required to provide a comprehensive monthly summary of work performed, detailing project milestones, tasks completed, and any relevant accomplishments. Monthly invoices and the corresponding summary of work performed must be submitted no later than the 15th of the month following the close of the previous month.

Invoices should include a breakdown of fees and expenses, with supporting documentation attached. This documentation may include but is not limited to:

- Mileage logs for any travel expenses
- Timesheets documenting hours worked by personnel on the project.
- Receipts and receipts related to project expenses.

Failure to submit accurate and timely monthly summaries and invoices may result in delayed payments and potential contract termination.

d) Stakeholder Meetings

Stakeholder meetings will occur after the monthly PMT meetings, as needed, to obtain input from stakeholders on project elements. Stakeholders will also be invited to

attend the review meetings for milestone submittals. Action items will be tracked, and a list will be kept with each agenda. This list will denote who is responsible, when action is needed, and whether the action item is completed. At a minimum, these meetings are to include City staff, stakeholders, consultant PM, discipline leads, and sub-consultants as needed.

e) Agency and Stakeholder Coordination

The consultant shall conduct independent coordination meetings as needed with the affected agencies and stakeholders for project development and success. These agencies could include but are not limited to those listed in the Stakeholder Meetings section above as well as CDOT, FHWA, Colorado Parks and Wildlife, and other potential permitting authority agencies.

f) Design Review and Comment Resolution Meetings

The consultant shall coordinate and attend meetings with the City, agencies, or other stakeholder reviewers and/or decision-makers as needed to present designs and/or issues, and to seek resolution of comments and issues. Due to the unique nature of this project, the Consultant shall plan on the project adhering more closely to a private development approval process and be subject to the City's Development Review for Planning and Building department and CDOT reviews. Meetings shall include consultant PM, discipline leads, and sub-consultants as needed. At a minimum, the Consultant shall plan on the following types (but not necessarily the listed order) of such meetings.

- Development Pre-Application Meeting (add 3 weeks to Schedule 2)
- Development Application Review/Comment Resolution Meeting
- Screening Criteria and Alternative Analysis discussion
- Preferred Alternative Discussion
- Aesthetic Team/Committee meetings
- City Pre-Application Meeting
- Maintenance agency/entity reviews
- Pre-submittal Meetings (Planning, Civil, Building, Water, etc., as needed)
- 30% Review/Comment Resolution Meeting
- 3rd Party Utility Coordination Meetings
- 60% Review/Comment Resolution Meeting
- 90% Review/Comment Resolution Meeting
- Post Review/Comment Resolution Meeting

The Consultant shall coordinate with the City Project Manager and CDOT Local Agency Project Manager to meet logistics and coordination requirements and make recommendations to align, combine, and/or overlap meetings as applicable to maintain efficiency in the schedule. The consultant shall also be responsible for using and following the City's electronic submittal process.

g) Public Meeting

In coordination with the project management staff and the City's communication department, the consultant shall provide presentation material and support staff and assist in conducting at least 5 meetings as follows.

- Develop and update contact lists and communication tracking spreadsheets.
- Small group meetings with property owners, agencies, and business owners affected by the project.
- General public review meetings that may include workshops or working sessions with affected parties.
- Public information meetings intended to disseminate project progress information to the public and representatives of local agencies.
- Coordinate logistics of meetings, including location, format, communication aids and equipment, beverages, staging, and documenting and summarizing any input, concerns, and feedback gathered at such meetings.
- Consultant shall anticipate a required neighborhood meeting as part of the Development Review process.

h) Communication Aids

The Consultant shall provide graphic support using displays, exhibits, and write-ups for public meetings and for updating project information on the City's web and social media pages. The City's communication department will update the project web page. The information presented will be reviewed and approved by the project management staff and communication department prior to posting on the project web page.

i) Right of Way and Easement Acquisition Support Services

The project ROW/easement acquisitions are anticipated to be led by Douglas County and the City of Castle Pines staff; however, acquisition support services will be required for ROW plans to get authorization to acquire. These support services shall include coordination, ROW plan development, CDOT clearances, property owner meeting attendance, exhibit development, legal descriptions, and technical support.

iii. General Project Management

The Consultant will be responsible for implementing and following the approved Project Management Plan. Additionally, the Consultant will coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule. This effort includes project invoicing and review of sub-consultant invoices for incorporation into the monthly invoices. The Consultant will also assist the City PM with project organizational and administrative duties assigned throughout the project duration. This will include assisting or leading the coordination and setup of all meetings described herein, developing and issuing meeting minutes and comment tracking and resolution spreadsheets, project filing, correspondence organization, contact list organization, and other general project administration

as requested.

iv. Quantities and Cost Estimates

A detailed engineer's opinion of probable construction cost shall be provided at each 30%, 60%, 90%, and 100% submittal. The Consultant shall also estimate the appropriate construction timing and schedule.

The Consultant shall calculate all plan quantities as part of the cost estimate (with an appropriate level of detail to progress. Consistent with the cost estimate breakout, the Consultant will also prepare tabulations and a Summary of Approximate Quantities sheets to be included in the construction plan set. Pay item numbers shall be consistent with CDOT standard pay items and units of measure. The Consultant shall not combine work items to minimize the number of pay items other than what is acceptable to transportation industry standards. Pay items proposed as a lump sum unit of measure shall be discussed with the City project manager prior to submittal for review.

v. Castle Pines Wayfinding Plan

The aesthetics proposed for this project should also consider incorporating design elements related to the Castle Pines Wayfinding plan.

2. Environmental Clearance

Consultant shall obtain National Environmental Policy Act of 1969 (NEPA) clearances and *provide support for obtaining* associated permits and mitigation requirements for federally funded projects. The consultant's environmental tasks shall include performing all *applicable* environmental research, coordination, and documentation to obtain such clearances, *provide support/advisement for obtaining permits*, and identifying mitigation requirements.

The consultant will be responsible for preparing documents in accordance with the requirements of the current federal and state environmental regulations, including the NEPA. For NEPA documentation, the project may qualify as a Categorical Exclusion (Cat Ex). The environmental clearance shall be executed and completed at distinct milestones in the project as defined by CDOT's Local Agency project process.

It should be noted that it is the intent of the City to streamline the environmental clearance process to the maximum extent possible. The Consultant shall also coordinate with the project team, Douglas County, CDOT, and FHWA to help characterize applicable environmental processes and documents needed for the project.

Environmental clearance tasks shall include, but not be limited to, compiling and organizing baseline data from new and/or previous environmental documents, recent agency consultation, and coordination efforts associated with past and ongoing projects in the area applicable to the pedestrian bridge. The consultant will apply this information to help in identifying

additional potential impacts, issues, permitting, and mitigation requirements for obtaining environmental clearances.

The Consultant shall determine all impacts and perform (or assist in performing) all processes and documentation associated with obtaining applicable environmental clearances, *support/advisement on obtaining* permits, and mitigation requirements, which may include, identifying *development of the project description; evaluation of the* preferred alternative; *limited* public involvement activities; adherence to clean water act/section 404, section 106/ historic preservation act, and endangered species act; hazardous materials investigations; and other biological and cultural assessments (e.g. wetlands, historic resources, archeology, paleontology). Any additional work required for the clearances shall be completed and outlined in memos and, if required, on the final plan set.

All documents shall be in CDOT's format and presented to CDOT for review and submission to FHWA for all applicable clearances, permits and mitigation requirements.

3. Preliminary Design

The scope of work includes the design of the project including:

- Location of the structure. *Three locations will be evaluated (Happy Canyon Road Exit, Mile Point 188 and near I-25 NB Exit for Castle Pines Parkway.*
- Prefabricated pedestrian bridge type/configuration. *Multiple structure types (3) and span configurations (2) will be evaluated.*
- All ancillary items noted in the above summary.

The selected consultant shall prepare all preliminary design documentation, including plans, details, quantities, and reports required to develop a preliminary cost estimate and construction. A submittal of preliminary design plans, including but not limited to roadway, plaza structures, mechanical, electrical, plumbing, communications, elevators (if applicable per ADA), hydraulics, hydrology, signing and striping, utility impacts, traffic control, and construction phasing, cost estimate, and schedule shall be submitted to the City for review at 30% design completion. Additionally, as part of this preliminary design, the Consultant will perform the following activities:

i. Design Standards and Criteria

As part of this phase, the Consultant shall gather, review, document, and revise design criteria as required. City of Castle Pines, CDOT, RTD, and AASHTO design criteria will be used as applicable. All drawings, designs, and specifications shall be in accordance with the most applicable and current versions.

ii. Site Investigation and Field Survey

Consultant and/or their qualified surveyor shall establish project survey control, prepare a Design Survey (including existing utilities, and soil boring locations), and develop ROW plans.

a) Topographic and Control Surveys

Field survey information shall meet the requirements of the City's Roadway Design and Construction Specifications. Topographic mapping shall include contours at an interval of 1 foot. The consultant shall provide a survey control drawing that meets the City's standards.

b) Right of Way and Ownership Research

The selected Consultant shall research and, in coordination with the project design, provide ROW plans, legal descriptions, and exhibit documents for permanent right of way, permanent easements, utility easements, and temporary, and/or construction easements.

c) Geotechnical Investigation

Due to multiple location sites for this bridge, the Consultant will perform a geotechnical investigation only after the final bridge site is chosen during preliminary design. The Consultant shall perform all soil sampling and analysis. This work will include, but is not limited to:

- Bore or drill logs
- Water table
- Soil classification
- Structure foundation recommendation
- Soil resistivity tests
- Soil corrosiveness
- Embankment recommendations, including consolidation, and moisture/density recommendations.
- Sub-excavation recommendations

The Consultant shall refer to the City's adopted building codes, Roadway Design & Construction Specifications Manual. Two (2) copies of the draft Geotechnical Report shall be delivered with 30% design prior to commencing the final design. The report shall be completed under the direction of, and recommendations to a level able to be certified by, a professional engineer registered in the State of Colorado.

d) Utility Investigation and Subsurface Utility Engineering (SUE)

Utility coordination and locations of existing utilities will be obtained as part of the site investigations. Subsurface Utility Engineering and investigation activities will be performed by the Consultant in accordance with Senate Bill 18-167 and the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) as referenced. All existing underground utilities within the proposed survey area shall be clearly marked. The Consultant shall provide a Subsurface Utility Engineering (SUE) plan that outlines the process for locating (both horizontally and vertically) ALL below-ground

utilities. The consultant shall coordinate with utility companies regarding future plans they may have for additional utilities within the corridor.

Additionally, utility investigation and coordination will require the following tasks:

- Identify all utilities within the area on the plans. Determine the existing and future utilities needs based upon the proposed improvements.
- Collect design data for use in the design phases and incorporation into the plan development.
- Communications and meetings with utility owners and coordinating their utility comments and/or relocations into the designs.
- Conduct utility survey and potholing and coordinate into the project design (number of pothole locations to be determined with a selected Consultant during contract negotiation phase).
- Utility coordination relative to the construction phasing.
- Utility clearances prior to project advertisement.
- Provide utility relocation coordination relative to project design.
- Acquiring all required permitting for site investigations.

iii. Hydrology and Hydraulics

Consultant shall prepare a preliminary drainage design, including analysis, report, and plans to understand how the pedestrian bridge and plaza areas would be drained and what systems these drains would tie into. This design shall follow the requirements of the City's Storm Drainage Design and Technical Criteria manual. This design shall also address any related and necessary modifications to drainage ways and master stormwater systems in established master plans of the City and Mile High Flood District (formally Urban Drainage and Flood Control District.) Accomplish the preliminary design, including 30% drainage report and 30% plans, for the storm drainage systems where needed according to the City's Storm Drainage Design and Technical Criteria manual, including:

- Determine the location, type, size, and shape of required drainage systems, features, and structures.
- Prepare preliminary stormwater quality designs according to City and CDOT criteria as applicable, including various features to meet such criteria such as water quality ponds, proprietary devices, grass lines swales, etc., and proposed locations of such features.
- Prepare preliminary feature and structure profiles to determine the elevations, flowlines, slopes, and lengths of the structures. Indicate the flow quantity on the sections.
- Provide the preliminary design of erosion control and stormwater management plans in accordance with the City's Rules and Regulations Regarding Stormwater Discharges Associated with Construction Activities for the improvements.

iv. Traffic and Roadway Engineering

If applicable, the Consultant will perform traffic and roadway engineering tasks associated with the design and construction of the project, including traffic study and mitigation design.

v. Structure Design

The Consultant shall perform structural design for the bridge and associated structural elements according to City and CDOT criteria and standards. (Bridge Design Manual, AASHTO's LRFD Bridge Design Specifications, and Design Criteria as applicable). Upon approval by the City management team, the Consultant will prepare a Structure Selection Report for the preferred alignment of the bicycle and pedestrian bridge. The City anticipates that a prefabricated pedestrian bridge will be incorporated into the design process. However, the Consultant shall perform due-diligence investigation and analysis in the concept study and structure selection process to verify this assumption. Further coordination with the project team, City staff, and structural reviewer(s) will be accomplished to completely define the structure type and configuration requirements.

a) Structural Data Collection

As part of the Site Investigation and Field Survey phase, the Consultant will collect and evaluate the following project information as required to complete the structure design and shall include but not be limited to roadway section(s) along I-25, roadway and bridge plan and profile sheets showing all alignment data, topography, utilities, design plan, right-of-way restrictions, preliminary hydraulics and geology information, environmental constraints, lighting requirements, guardrail types, recommendations for structure type, and aesthetic recommendations.

b) Conceptual Study

The Consultant will evaluate the proposed bridge location and make recommendations for bridge type and alignment alternatives. In combination with Environmental clearance process, the Consultant will work with the project team to determine and apply screening criteria (including project goals and/or purpose and need) prior to performing alternative analysis and selecting a preferred alternative. The Consultant shall document and discuss the efforts leading to the recommended ped/bike bridge location preferred alternative with the project team. The results of this process will form the basis of the preliminary design efforts.

c) Structure Selection Report

Prepare a structure selection report to document, and obtain approval for, the structure preliminary design. By means of the structure's general layout, with supporting drawings, tables, and discussion, provide for the following:

- Summarize the structure site data used to select and layout the structure. Include the following:
 - Project site plan
 - Ped/Bike trail vertical and horizontal alignments and cross sections at the structure and approach locations.
 - Construction phasing

Scope of Work – Castle Pines Pedestrian Bridge

- Utilities on, below, and adjacent to the structure
- Hydraulics/drainage
- Preliminary geology information for the structure foundation
- Aesthetics
- Stair integration
- Determine the structure length, width, height/profile, and span configurations that satisfy all horizontal and vertical clearance criteria. Prepare a preliminary general layout for the recommended structure. Prepare layouts in accordance with current standards. The special detail drawings shall include the architectural treatment. Perform a design review and detail check of the general layout.
- Review and confirm pedestrian bridge structure landing locations, structure layout requirements, and approach landing and stairs substructure requirements.
- Consider prefabricated steel superstructure types. Identify the structure layout, support, and depth requirements.
- Evaluate the pedestrian stairs (including bike trough) options, and, if feasible, alternate approaches comparing embankment/retaining wall ramps or bridge structure components.
- Determine the foundation alternatives. Consider piles and drilled caissons at the pedestrian bridge supports and piles/drilled caissons and/or spread footing foundations for the stairs (or approaches if feasible) based on estimates from the project Geotech. To obtain supporting information, initiate/confirm the foundation investigation as early as possible during the preliminary design phase.
- Develop the staged construction-phasing plan for the structure for traffic control and detours; in conjunction with the parties performing the roadway design and traffic control plan. The impact of staged construction on the structure alternatives shall be considered and reported on.
- Compute preliminary quantities and preliminary cost estimates to evaluate and compare the structure layout, alignment, and foundation-type alternatives.
- Obtain City and CDOT acceptance on the structure selection report and structure layout. Allow approximately three weeks for the review of the structure selection report. The associated general layout, with the revisions required by the City reviews, will be included in the plans. The structure selection report, with the associated general layout, must be accepted in writing by the City prior to the commencement of further design activities.
- For any stair tower design, develop a preliminary structure design to identify the structure sizing and all associated architectural and building code requirements for the stairway, landings, and opening requirements, including associated mechanical, electrical, plumbing, fire, communication, security, and maintenance access requirements. Include the stair tower general layout plan

and elevation drawing with pedestrian bridge drawings and include a discussion on how all requirements are confirmed and accounted for.

vi. Lighting and Electrical Engineering

The preliminary electrical and lighting design and associated plans will be prepared by the Consultant as needed. Lighting design shall consider both safety and aesthetics for the bridge and plaza areas. Impacts of the bike/ped bridge on the existing corridor lighting shall be minimized *with consideration for reset of existing lighting I-25 corridor lighting*. This design will coordinate with the City for the bike/pedestrian bridge project limits. Preliminary electrical and lighting design shall also include coordination with the electrical supply utility for obtaining required power, including the source and location of required additional power infrastructure as needed. The lighting design shall conform to City and/or CDOT standards and criteria as appropriate.

vii. Aesthetic Design

The Consultant shall provide bridge aesthetics and landscape architecture design. The Consultant's architect shall consider the users and neighbors/community and views of the bridge (from and of) to generate a sense of place, security, and context (through the incorporation of Context Sensitive Solutions).

The Consultant's architect shall coordinate and work with the project team (and/or aesthetic committees comprised of the project team and/or stakeholder members) to develop the process and evaluation for best results. As part of the aesthetic design, the Consultant shall consider and perform the following:

- Align access to the structure from adjacent trails to maximize pedestrian and bicycle ease of use.
- Develop a bridge aesthetics and approach consistent with the neighborhood context that is cost-effective and meets the goals of the project and stakeholders.
- Prepare details, sketches, sections, plans, profiles, and 3D illustrations for discussion and presentation to the project team and stakeholders. Illustrations shall include bridges, touchdowns, plazas, and stairs.
- Coordinate with the City's staff to help communicate and align the overall theme and context. Additional engineering is included to incorporate themes as specified in the Castle Pines Wayfinding Plan, such as power, supports/foundations, access, and landscaping on/adjacent the new structure. The Consultant may provide design and construction cost estimates and track such efforts for appropriate funding allocation and payment.
- No effort is included in this scope of work for ancillary structures including but not limited to custom hydraulic structures and sign structures.

viii. Preliminary 30% plan and Review

For the Preparation of the 30% design, the Consultant shall coordinate, complete, and compile the plan inputs from other activities (e.g., materials and geotechnical, structure, etc.). The general layouts for accepted structures will be included in the plans. Prepare the 30%

preliminary cost estimate for the work described in the plans based on estimated quantities. A list of all deviations from standard design criteria, along with written justification for each, shall also be submitted.

The plans are to adhere to CDOT and City standards but, at a minimum, shall include a title sheet, typical sections, general notes, survey control and ownership plans, sidewalk and drainage plans, utility plans, plaza plans, roadway plans, signing and striping plans, preliminary construction phasing and traffic control plans, and preliminary bridge (including geology), landing, stair layout plans.

As part of the 30% design process, the Consultant shall attend meetings with CDOT, the County, and the City (including pre-submittal meetings with civil and building department plan review staff, *up to 4 meetings with 4 staff members are assumed*) and address concerns prior to plan review submittals. After the plans are fully reviewed and comments provided to the Consultant, the Consultant shall help coordinate, prepare for, and attend the review meeting. Consultant shall prepare meeting minutes for approval and distribution as directed by City PM. Comments, questions, and concerns raised during the submittal review (or at the meeting as appropriate)

are to be documented and summarized along with proposed solutions prior to the meeting. As such, comments and associated proposed solutions shall be discussed and documented again for a final solution disposition.

4. 60% Design:

Consultant will develop a preliminary design plans, documents and specification to support review by project team and define construction limits to aid in the public involvement process and environmental clearance process. The submittal will include preliminary design information including:

- Title Sheet
- General Notes
- Geometric Layout & Survey Control
- Site Access, Erosion Control Plans, and Dewatering Details
- Post-Construction Erosion and Sediment Control Plan
- Design X-Sections w/ Cut/Fill Data
- Grading & Drainage Plans
- Typical Sections and Details
- Detour Plan
- Utility Relocation Plans
- Structure Plans
- Final Structure Selection Report
- Preliminary Hydrology / Hydraulics Report
- Preliminary Construction Staging/Traffic Control Plans
- Preliminary Specifications & Special Provisions

- Preliminary Quantities, Cost Estimate & Construction Schedule

Michael Baker will conduct a Preliminary Design Review Meeting for the Project team to review comments provided by City and other Project Sponsors and discuss the plan for incorporating the 60% design review comments and moving into Final Design (90%). CDOT review of the 60% submission is not expected.

5. Final Design

Consultant shall finalize all design activities and tasks initiated in the preliminary design phase and produce an approved final design that adheres to all applicable codes, regulations, standards, and criteria previously described herein, including providing final, for construction, plans, specifications, and associated estimate within project budget, that is able to be constructed and ready for bid. This shall include *assisting the City in obtaining* final clearances and permits necessary prior to bidding. The consultant shall ensure the design follows all Federal, state, local, and City requirements as well as findings and mitigation from the environmental clearance. The Consultant shall assume a 4-week review time for all project submittals through the City's review process. Additional final design tasks shall include:

i. Project Review

The Consultant shall conduct a project review and will update the project schedule based on the results of the review, coordinate activities required for the final design, initiate design decisions and discuss variances as they affect FOR activities.

ii. Final Right of Way and Easement Acquisition Support Services

Final negotiations and securing of property for ROW, permanent easements, and construction easements, shall continue to be led by City of Castle Pines staff, but continued support from the Consultant to finalize ROW Plans and obtain CDOT ROW clearances and is anticipated, including providing exhibits, final legal descriptions, meeting attendance and technical support.

iii. Specifications

The Consultant shall prepare project specifications in accordance with City and CDOT standards. This includes the use of the CDOT standard specifications, CDOT standard special provisions, project special provisions, and City of Castle Pines Roadway Design and Construction Specifications. As the project is federally funded, the latest editions of the CDOT Standard Specification, standard special provisions, and M&S Standard Plans shall be used. The Local Agency can replace CDOT specifications in part with CDOT-approved project special provisions.

The City of Castle Pines specifications shall be included as project special provisions in the specification package. To this effort, the Consultant shall adapt, with the project's context, the City's draft standard special conditions and provisions to align with CDOT specifications as appropriate. The Consultant shall align specifications to the approved order of precedence in section 105.09 of CDOT 2023 Standard Specifications. Unique construction activities and/or pay items (including items not already covered in CDOT's Standard Specification for Road and Bridge

Construction and force account items) shall be accompanied by a reviewed and approved Project Special Provision. The unique Project Special Provisions shall be written specifically for items, details, and procedures not adequately covered by CDOT's Standard Specifications and Standard Special Provisions. Also, a list of the Standard Special Provisions which are applicable to the project shall be prepared. The Standard and Project Special Provisions shall be provided in the CDOT format. The specification package shall be submitted for review with all milestone submittals in the Final Design Phase.

iv. Utility Coordination

The Consultant will coordinate with utility companies to identify and coordinate the required utility relocations. Consultant shall coordinate with City project manager to finalize utility clearances. All utility clearance letters and/or agreements (if necessary) will be prepared by the Consultant, reviewed and approved by the City and CDOT, as necessary, and executed with the individual utility company entities. Utility coordination shall occur as soon as possible. Upon completion of the preliminary design, affected utilities shall be notified, and coordination kickoff meetings scheduled to discuss protection and/or relocation efforts. Impacts of considerable cost and duration shall be pursued as soon as reasonably possible and prior to construction (if reasonably possible prior to bridge construction activities) to minimize impact to the bridge construction contractor. Risks associated with any early relocation activities pursued prior to the approved final design shall first be discussed and approved with the project team and City management.

vi. Final Geotechnical

Consultant shall address any comments from the draft geotechnical submittal and incorporate necessary final adjustments in order to prepare a final materials engineering and foundation design recommendations and submit a final geotechnical report for review and approval (*pavement design is not expected*). The report shall conform to project requirements as discussed previously. The Consultant will incorporate material, pavement, and foundation materials recommendations into the design plans as required.

vi. Permit and clearances

This activity is part of Final Design and is concurrent with Environmental Clearance activities. The Consultant *shall assist in obtaining* the necessary permits and clearances prior to the advertisement for construction. Consultant shall coordinate, prepare, and submit applications, analyze, and develop any necessary design information for the appropriate agencies in order to obtain all applicable permits and clearances. Such permits and clearances shall include but not be limited to the following:

- CDOT and RTD Clearances
- Environmental
- Utility
- Right of Way
- Traffic

Scope of Work – Castle Pines Pedestrian Bridge

- Staff Bridge
- NPDES Storm Water Permit for Construction Activities if required.
- Special permits as required, including CDOT and City permits.
- Any additional clearances as needed.

The Consultant shall compile, summarize, and tabulate all notes and associated permit and clearance requirements and incorporate any such information in the final plans and/or construction contract documents necessary to meet associated compliance and mitigation requirements.

vii. Final Lighting and Electrical Engineering

The Consultant will prepare the final plans for lighting and power. After approval of the locations of the lights, the lighting design will be completed with the following information shown on the plan sheets:

- Circuit type and voltage of power source
- Location of power source (coordinated with the utility company)
- Luminaire type and lumens
- Light standard type and mounting height
- Bracket arm type and length
- Foundation Details
- Size and location of electrical conduit
- Locations of power source(s)/lighting control center(s) (if appropriate)
- Location of direct burial cable
- Size of wiring and/or direct burial cable

viii. Final Hydrology and Hydraulics

Complete the final hydraulic design activities required for the structures. The work shall include:

- Finalized Hydraulics Report. Complete the hydraulic design for the storm drainage system within the project limits. Update hydrology/hydraulics in accordance with bridge/roadway geometric revisions.
- Review data and information developed under the Preliminary Hydraulic Investigation and update and refine design and plans in accordance with decisions, comments, and project design progression, including any necessary updates to hydrologic basins, hydraulic designs of structure locations, flow rates, and geometric revisions to storm sewer pipes, inlets, and manholes.
- Finalize the SWMP and erosion control sheets in accordance with comments, decisions, and project design progression and to accommodate final roadway/bridge geometry revisions.

ix. Final Traffic and Roadway Engineering

Consultant shall complete the final design based on comments, decisions, and project design progression, including finalizing standard CDOT quantities for signing, striping, removal, resets, earthwork, pavement, and curb quantities. The final design shall adhere to City and CDOT standards and criteria and shall include the final roadway plan and profile, typical section(s), curb return profiles, and applicable detail sheets, such as for guardrails, and curbs. Finalizing roadway and traffic design shall also include performing the following engineering activities:

- Construction Phasing Plan. A final construction phasing plan will be developed, which integrates the construction of the structure work elements into a practical and feasible sequence. This plan shall accommodate the existing traffic movements during construction.
- Traffic Control Plan: Complete TCP plans and quantities will be prepared and incorporated into the final design. The final TCP shall be compatible with the construction phasing plan.

x. Final Structural Design

Consultant shall finalize the structure design and analysis based on comments, decisions, and project design progression, including revising layouts, and shall be in accordance with the AASHTO's LRFD Bridge Design Specifications, City Design Criteria, and the CDOT Bridge Design Manual and applicable City building codes.

Final structure design activities shall include:

- Provide the superstructure and substructure design.
- Complete the computer runs/calculations. Document with the design notes, detail notes, and computer output.
- Structure final design for all other associated structure elements (e.g., foundation, bearing details, stair, platform, and substructure components)
- Preparation of Structural Plans and Specifications:

The design and design review analysis shall be in accordance with the design criteria and standards previously mentioned in this scope of services section. This work includes the final development of design calculations, plan sheets, and construction specifications necessary to construct approved bridge approaches and accesses (e.g., stairways and elevators (if applicable per ADA) from grade to the bridge platform) at both the east and west end of the bridge.

This work also includes the final design and development of all calculations and plan drawings for all other required building/structure components for the project, including accommodating all associated architectural and building code requirements for stairways, landings, and, if applicable, opening requirements for elevators (if applicable per ADA), and stairs including associated requirements for mechanical electrical, plumbing, fire, communications, security features, and maintenance access.

xi. Final Aesthetic Design

The Consultant shall provide the final bridge aesthetics and landscape architecture

design. Consultant work shall include incorporating comments, decisions, and design progressions toward finalizing plans, specifications, quantities, and estimates for the construction of the aesthetic components of the project. Plans shall include preparing details, sections, plans, profiles, and 3D illustrations to convey approved aesthetic components, including plazas, bridge architecture, stairs, envelop/architectural components, and lighting integration. The final design shall also include any required engineering/analysis for the incorporation of aesthetic components into the approved construction plans.

xii. 90% Plans, Specification, Estimate, and Review

For the Preparation of the plans, the Consultant shall coordinate, complete, and compile the plan inputs from other activities (e.g., materials and geotechnical, structure, etc.). Prepare the 90% cost estimate for the work described in the plans based on estimated quantities. An updated list of all requested variances from standard design criteria, along with written justification for each, shall also be submitted.

As part of the Final Office Review process, the Consultant shall attend meetings with CDOT and the City (including pre-submittal meetings with civil and building department plan review staff) and address concerns prior to full plan review submittals. After the plans are fully reviewed and comments provided to the Consultant, the Consultant shall help coordinate, prepare for, and attend the final review meeting. Consultant shall prepare meeting minutes for approval and distribution as directed by City PM. Comments, questions, and concerns raised during the submittal review (or at the meeting as appropriate) are to be documented and summarized along with proposed solutions prior to the meeting. As such, comments and associated proposed solutions shall be discussed and documented again for a final solution disposition.

The original plan sheets, specifications, and estimate shall be revised in accordance with the review comments and final solution dispositions and re-submitted to City PM within four (4) weeks after receiving final City approvals and appropriately address earlier submittal comments and reviews.

The plans are to adhere to CDOT and City standards but, at a minimum shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- Typical Sections
- General Notes
- Summary of Approximate Quantities
- Appropriate Individual Quantity Tabulations
- Pedestrian/Bike Bridge Structure Details
- Roadway Plan and Profiles
- Plaza plans and details
- Intersection Layouts
- Grading and Drainage Plans
- Utility locations

Scope of Work – Castle Pines Pedestrian Bridge

- Irrigation
- Landscaping
- Aesthetic Plans
- Storm Water Pollution Prevention Plan and associated Sheets
- Lighting Plans
- Signalization Plans
- Signing and Striping
- Construction Phasing
- Traffic Control / Detour Plans
- Structure Cross Sections
- Roadway Cross Sections with Quantities
- Bridge Approach (e.g., Stair Tower) Plan, Profile, Cross Section, and Detail Sheets
- Associated Mechanical/Electrical/Plumbing/Fire/Communication Plans

xiii. For Bid/Construction 100% Plan Package

Once final revisions and review of the plans have occurred and City and State approvals are received (which again may require additional final revisions and submittals as described above), then the Consultant shall complete and submit to the City the Construction package that completely describes the work required to build the project, including final approved plans, detailed quantities, cost estimate, CDOT Standard Special Provisions to be added to specification package and Project Manual (completed in coordination with the City PM and the City's Purchasing department consisting of the City's standard Notices of Invitation and Instructions For Bidders, Construction Agreement, Insurance/Bond Requirements, Special Conditions and Provision, and required Standard Special Provisions), prior to advertising.

Preparation of bid documents. The consultant will support the city in preparing the bid documents, including:

- Table of contents for contract documents
- Statement of Quantities and Bid Tabulations
- Notice of invitation for bids
- Instructions to bidders
- Formatting of various contract documents, rules and regulations
- Formatting of the project special provisions
- Permits

xiv. Additional Final Submittals

For the pedestrian/bike structure, the Consultant shall submit to the City PM, or staff representative Structural Reviewer, in both electronic (pdf and CAD, in City required format) and hard copy formats, or as directed by the City PM, the following:

- A letter to the City certifying that the Structural Plans and Specifications have been prepared in accordance with the most current standards and regulations that meet all

applicable City, State, and Federal requirements.

- The complete and final set of structure design notes and independent checks
- Field Packages, including the final quantity calculations as described in the CDOT Bridge Detailing Manual, a copy of the geotechnical report, and as-constructed plans for existing structures on the project, where applicable.
- Copies, including at least 2 hard copies of complete signed and sealed “For Construction” packages (approved Plans and Project Manual), including appropriate incorporation of any approved revisions and addendums issued during the bid process.
- For Record Plan Sets, the Consultant shall follow the City’s review process and building department’s process, as applicable, for record submittals, but at minimum two (2) record plan sets for construction will be produced which shall bear the seal and signature of the responsible Consultant Engineer on each sheet.
- Final CAD files shall be submitted in a format compatible with the City’s “CAD to GIS” submittal standards.
- A complete archive of all documents as required by CDOT.

6. Additional Services

As authorized in writing by the City of Castle Pines, the Consultant shall coordinate, support, and perform any further services or assignments as needed and requested by the City for the project, contingent upon additional fees, contract budget reallocations, and/or project funding negotiations. These services could include unforeseen and currently unidentified scope of services, including but not limited to additional agency coordination meetings, environmental clearance and permitting efforts, post-design services, and RFI efforts beyond what is stipulated in the current scope of services.

7. Project Schedule

- RFP: Nov. 3, 2023
- Award: Jan 8, 2024
- Scoping Meeting: Jan 11, 2024
- Finalize Contract with Consultant: January 15, 2024
- Council Approval: Jan 23, 2024
- NTP: February 2024 (est.)
- 30% Submission/Structure Selection Report (FIR): April 22, 2024
- 60% Submission: August 19, 2024
- 90% Plans, Spec’s & Estimate Submission (FOR): October 21, 2024
- 100% Plans/Bid Package: December 20, 2024
 - May not get to construction until construction funds are in-place. City of Castle Pines to direct the Consultant at 90%.
- Project Close-Out: TBD

- Notes
 - Individual Meetings are not shown above for simplicity (progress meetings, public engagement meetings, development meetings, etc). A detailed schedule will be provided after NTP.
 - *Timely submittal and reviews are critical to delivering this project by 12/20/24.*
 - *Due to compact project schedule, it is assumed that during submittal review, that work will proceed on the next submittal (i.e., work on 60% review while 30% submittal is being reviewed).*

8. Scope of Work and Fee Assumptions

Additional scope and fee assumptions are included in this section for the Prime Consultant (Michael Baker) and each of the subconsultants. This section is intended to define scope of work assumptions used in generating the fee proposal for this project.

i. General

- Prime and subconsultants will adhere to quality control/quality assurance procedures as stated in the Project-Specific Quality Management Plan (PSQMT) in the Project Management plan for this contract.
- Quantities, plans, specifications and estimates shall be prepared by Prime Consultant or Subconsultant, as is applicable based on their individual scopes of work.
- All work regarding permits, clearances, letters, agreements, etc., shall be provided by the Prime Consultant or Subconsultant, as is applicable based on their individual scopes of work.
- *Elevators and associated structures discussed in sections 1-5 of this Scope of Work were not considered in the Prime Consultant or Subconsultants' scopes of work and fee estimates. If elevators are required, a contract addendum will be required for inclusion of their design in this project. Elevators were excluded per conversations prior to proposal between Baker and Castle Pines whereby Castle Pines stated that they did not want elevators.*

ii. Michael Baker (Prime)

- Will be the main point of contact with the client for the entire Project Team.
- Will be responsible for all activities in Section 1 of this scope.
- Will provide project oversight, structures, site civil, grant-related activities and traffic/MOT.
- See the attached Michael Baker Cost estimate for assumptions.

iii. ACL (Trail Concept and Design)

- Will provide Trail Concept and Design, as follows, per 1/12/24 conversation with the City

Scope of Work – Castle Pines Pedestrian Bridge

of Castle Pines:

- Will perform 100% design for trails at the west side of the bridge, providing connection to *Lagae Road*.
- *Will perform up to 60% design for trails at the east side of the bridge to ensure that an ADA compliant trails system can be developed at this side of the bridge.*
- Castle Pines trail design specification will be used for these trails.
- See attached Scope of Work drafted by ACL for additional assumptions.

iv. HCL Engineers (Survey, ROW, SUE)

- Will provide Survey, ROW and SUE services.
- See the attached scope of work, drafted by HCL for assumptions.

v. HG Consult (Independent Design Check)

- HG will provide independent design checks for the following:
 - Structural quantity calcs.
 - Cost estimates.
 - Design calculations for structural members.
 - Plans, specifications and revisions.
- See the attached HG cost estimate for assumptions.

vi. Peak Consulting (Environmental Engineering and CDOT Local Agency Coordination)

- Peak will provide environmental engineering services and local agency coordination assistance.
 - Scope was developed after Peak Discussion with CDOT Environmental representative for this project, Maggie John.
 - Assumes that existing conditions documentation and any field survey will begin after the bridge location is selected.
- See the attached scope of work drafted by Peak for assumptions.

vii. DHM (Landscape Architecture / Approach Aesthetics).

- Will provide landscape architecture and approach aesthetics, as follows, per 1/12/24 conversation with the City of Castle Pines:
 - Will perform 100% design of aesthetic details and landscape architecture for the west approach trails at/near the bridge.
 - Will perform only 30% design of aesthetic details and landscape architecture for the east approach trails at/near the bridge.
- Will design stairs, if required by bridge site.
- Will collaborate with ACL on the design of any long ramps, if required by bridge site, for aesthetic consistency.

Scope of Work – Castle Pines Pedestrian Bridge

- See attached Scope of Work drafted by DHM for additional assumptions.

viii. Clanton & Associates (Lighting and Electrical Design)

- Will provide lighting & electrical design for bridge/approach components, as noted below:
 - Bridge railing and deck
 - Stairs and landings
 - Monument signage (up to four)
 - Plazas (up to two)
 - Bikeway approach to bridge
 - Non-continuous lighting at conflict points along the bikeway
- Any design or consideration for future RTD light rail is excluded from this scope.
- See the attached scope drafted by Clanton & Associates for additional assumptions.

ix. Shannon & Wilson (Geotechnical Engineering)

- Shannon & Wilson will provide Geotechnical Engineering
 - Field exploration and laboratory testing will be provided for the *final bridge site only*.
- See the attached scope of work drafted by Shannon & Wilson



I-25 Pedestrian and Bicycle Bridge Design Scope of Work January 16, 2024

Project Understanding and Assumptions

The I-25 pedestrian and Bicycle Bridge project is a continuation of the City of Castle Pines's (City) vision to provide ease of access and connectivity for both sides of the City. The project includes the design of a pedestrian and bicycle bridge over I-25 and connecting concrete trail south of Castle Pines Parkway at approximately milepost 188. This project will provide an aesthetically pleasing bridge that is friendly to both bicyclists and pedestrians and will provide an important regional connection for the City of Castle Pines, Douglas County, Castle Rock, Parker, and Lone Tree.

Assumptions

ACL, Inc. (ACL) will provide the trail design portion of the project, including concept development for the entire trail, preliminary design for the entire trail, final design and bid/construction package preparation for the west approach. ACL assumes Michael Baker International (MBI) will provide all topographic survey, digital terrain models (dtm), and any associated base files necessary (Right-of-way, utilities, etc.) to complete the trail design portion of the project.

Task 1. Project Management and Coordination

ACL, Inc. (ACL) will work closely with the MBI design team and the City of Castle Pines to complete the project. ACL will provide all required project management for trail design services including general coordination with the design team, monthly invoices, and progress reports.

We anticipate as-needed biweekly coordination meetings with the MBI design team to resolve any project related issues (18 assumed), one kick off meeting, one concept (30%) review meeting, one preliminary (60%) design review meeting, and one final (90%) design review meeting.

Public Involvement: ACL will support the MBI design team and the City throughout the public involvement program by developing project exhibits (2 exhibits assumed) and attend desired events (2 events assumed).

Task 1 Deliverables

- *Monthly Invoices with Progress Reports*
- *Public Involvement exhibits – 2 exhibits assumed*
- *Attendance at desired events – 2 events assumed*

Task 3. Preliminary Design

3.1 Concept Design (30%)

In coordination with the MBI design team and the City, ACL will develop concept level (30%) improvements for two (2) trail alignments for both the west and east approach. To expedite the concept design, ACL will provide horizontal design concepts based on aerial photography. ACL will set a field meeting with the City to review each location based on field conditions. Revisions to the concepts based on the field meeting will take place after topographic survey is received so all concepts can be

analyzed based on surveyed features and true impacts can be noted. Each concept will be modeled to determine impacts. Concepts will be delivered in electronic roll plot format for review and comment.

One concept alignment will be selected and approved by the City to move forward into preliminary design.

Task 3.1 Deliverables

- *Concept Level Trail Design (on aerial photography) – 2 concepts assumed*
- *Concept Field Meeting Minutes*
- *Concept Level Plans on topographic survey (including ROW impacts) – 2 concepts assumed*

3.2 Preliminary Design (60%)

The approved concept design from Task 6 will serve the starting point for the preliminary design. The design team will advance the approved concepts to 60% level design including preliminary project modeling. Preliminary plans will include:

- Trail Plan and Profile Sheets (10 assumed)
- Trail Detail Sheets (6 assumed)
- Miscellaneous Detail Sheets (2 assumed)

The preliminary (60%) submittal will also include preliminary specifications and estimate. Electronic submittal in pdf format will be provided to MBI for inclusion into the overall submittal package for distribution and review. ACL will attend an preliminary review meeting.

Task 3.2 Deliverables

- *Preliminary (60%) plans in pdf format*
- *Preliminary (60%) specifications in pdf format*
- *Preliminary (60%) estimate in pdf format*

Task 4. Final Design (West Approach Only)

4.1 Final Design (90%)

Following the preliminary design review meeting, ACL will prepare a comment resolution table. The team will update the design accordingly and submit a final (90%) design package for the west approach only, including updated quantities, a cost estimate, and special provisions. The plan sheets for the final design submittal will include all sheets listed in the 60% submittal for the west approach only. In addition, following sheets will be included in the per-90% design submittal.

- Tabulation Sheets associated with West Approach Trail items

The final (90%) submittal will also include final specifications and estimate. Electronic submittal in pdf format will be provided to MBI for inclusion into the overall submittal package for distribution and review. ACL will attend a final review meeting.

Task 4.1 Deliverables

- *Comment Matrix*
- *Final (90%) plans in pdf format*
- *Final (90%) specifications in pdf format*
- *Final (90%) estimate in pdf format*

Task 4.2 Advertisement Package and Project Closeout

Following the final design review meeting, ACL will prepare a comment resolution table. The team will update the design accordingly and submit an advertisement package, including updated quantities, a cost estimate, and special provisions. The advertisement package will be submitted electronically in pdf format to MBI for inclusion into the overall submittal package.

ACL will provide a record plan set and specification package stamped by a professional engineer registered in Colorado.

Task 4.2 Deliverables

- *Comment Matrix*
- *Final (100%) plans in pdf format*
- *Final (100%) specifications in pdf format*
- *Final (100%) estimate in pdf format*
- *Stamped and Signed project plans and specifications*

Schedule

This scope of work assumes a project duration of 12 months.



**I-25 Pedestrian and Bicycle Bridge Design
City of Castle Pines**

Date: 01/16/24
By: ACL
Project: Proposal

Task	Task Description	ACL, Inc. Labor Summary				
		Principal Krook \$185.00	Project Manager Lucerna \$180.00	Designer 4 Mills \$132.00	Total Hours	Total Labor Cost
1	Project Management and Coordination					
1.1	Project Management (ongoing coordination)	4	12		16	\$ 2,900.00
1.2	Meetings					
	Biweekly Coordination	2	18		20	\$ 3,610.00
	Kick Off Meeting	2	2		4	\$ 730.00
	Concept (30%) Review Meeting	2	2		4	\$ 730.00
	FIR (60%) Review Meeting	2	2		4	\$ 730.00
	FOR (90%) Review Meeting	2	2		4	\$ 730.00
1.3	Community Outreach					
	Exhibits (2 Assumed)	2	4	20	26	\$ 3,730.00
	Public Meetings (2 Assumed)		8		8	\$ 1,440.00
	Total Task 1	16	50	20	86	\$ 14,600.00
3	Preliminary Design					
3.1	<i>Concept (30%) Design</i>					
	Field Visit	4	4	4	12	\$ 1,988.00
	Concept Design and Modeling (2 Assumed)	4	20	60	84	\$ 12,260.00
	Concept Opinion of Probable Costs		2		2	\$ 360.00
3.2	<i>Preliminary (60%) Design</i>					
	Preliminary Design and Modeling	4	16	40	60	\$ 8,900.00
	Plan Sheet Development					
	Trail Plan and Profile Sheets	4	16	30	50	\$ 7,580.00
	Trail Detail Sheets		4	20	24	\$ 3,360.00
	Miscellaneous Details		4	10	14	\$ 2,040.00
	Preliminary Opinion of Probable Costs		2		2	\$ 360.00
	Preliminary Project Special Provisions		2		2	\$ 360.00
	Total Task 3	16	70	164	250	\$ 37,208.00
4	Final Design (West Approach Only)					
4.1	<i>Final (90%) Design</i>					
	Preliminary Comment Resolution/Plan Revisions	4	16	40	60	\$ 8,900.00
	Final Quantities (Tabulations)		2	6	8	\$ 1,152.00
	Final Project Specifications		2		2	\$ 360.00
	Final Opinion of Probable Cost		2		2	\$ 360.00
4.2	<i>For Bid/Construction (100%) Package</i>					
	Final Comment Resolution/Plan Revisions	4	8	22	34	\$ 5,084.00
	Bid Quantities (Tabulations)	2	2	4	8	\$ 1,258.00
	Bid Project Specifications		2	2	4	\$ 624.00
	Bid Opinion of Probable Cost		2		2	\$ 360.00
	Total Task 4	10	36	74	120	\$ 18,098.00
	PROJECT TOTALS	42	156	258	456	\$ 69,906.00

1/17/24

Michael Orlowsky
Michael Baker International
morlowsky@mbakerintl.com

Re: Professional Surveying and Subsurface Utility Engineering – Castle Pines Pedestrian and Bicycle Bridge

Dear Michael,

Thank you for the opportunity to provide Professional Surveying and Subsurface Utility Engineering (SUE) services in conjunction with the above referenced project. Below, please find our Scope of Services. HCL Engineering & Surveying, LLC (HCL), would be pleased to provide the professional surveying/SUE for Michael Baker(Client) for this project.

PROJECT LIMITS: (approximately 32 acres)



SCOPE OF SERVICES

Item 1 – Management/QC:

- This task includes QC time, project oversight and time for billing/invoicing.
- HCL will obtain a CDOT utility permit and coordinate lane occupancy approval with the CDOT Region 1 inspector for the purposes of utility designation, survey, and test holes.)

Item 2 – Establish Local Survey Control:

- HCL will develop a ground (project) coordinate system referencing the State Plane Coordinate System of Colorado 1983, Central Zone.
- Elevations will be in the North American Vertical Datum 1988 (NAVD 88). Vertical control will originate from National Geodetic Survey (NGS) First Order Class II benchmarks.
- HCL will set primary control points throughout the project to provide a framework for the design survey, Right-of-Way recovery, and future site construction.
- HCL will recover Public Land Survey System (PLSS) monumentation along the alignment and the adjacent corners. These corners will aid in identifying any endangered corners during construction to establish the existing Rights-of-Way and affected properties. (*Chapter 1, 1.2.3, 1.2.4, CDOT General Survey Manual*)

Item 3 - Right-of-Way Survey (ROW):

- HCL will review and draft the existing Right-of-Way plans, Surveys of Records, and Subdivision Plats to establish an existing Right-of-Way for the project limits.
- HCL will search for and survey existing ROW monuments, property corners, and aliquot corners along the corridor.
- HCL will prepare ROW plans per CDOT Standards for the project limits.
- HCL will prepare six legal descriptions and exhibits for anticipated Right-of-Way acquisitions.
- HCL will respond to two sets of comments from the client or owner.
- HCL will prepare three (3) legal descriptions and exhibits for three (3) assumed easements and will be incorporated into the ROW plans.

Item 4 – Topographic Ground Survey:

HCL will conduct a topographic survey within the project limits noted below that will include the following items:

- Field verify above ground features, including but not limited to, drives, fences, parking and adjacent roadways. Locations and elevations of pavement.
- Locations and elevations of sidewalks, adjacent road centers, dividing islands, curbs, gutters, handicap ramps, and drives across any adjoining street, driveways, brush lines, bollards, poles, signs, other site features.
- Pavement/flatwork material type

Castle Pines Pedestrian and Bicycle Bridge
Michale Baker

- Trees over 3" caliper including tree canopy dimension and caliper size at chest

Item 5 – Map and Data Research:

HCL will submit a subsurface utility engineering notification to the Utility Notification Center of Colorado, provide map and data research and contact and/or meet with facility owners as necessary.

Item 6 – Utility Designation:

HCL will designate existing subsurface utilities within the project limits as necessary to develop utility alignments and mark the approximate location of existing utilities on the ground surface for subsequent survey. This scope of services specifically excludes QL B designation of storm and sanitary sewers. All Storm and Sanitary sewer lines will be completed to quality level C or D unless validated at specific locations as Quality Level A with utility test holes. Ownership and quality level determination of overhead utilities wires is not included in this scope of work.

Item 7 – Utility Survey and Mapping:

HCL will provide a subsequent survey of all designated utilities and above ground utility features including pedestals, electric boxes, power/light poles, manholes, inlets, etc. within the project area. Rim/grate and pipe invert elevations of accessible sanitary and storm sewer manholes and inlets will be obtained within the project limits. Pipe sizes will be obtained to the extent possible, from the ground surface. The surveyed points will be processed in the office with delineating line types and layers.

Item 8 – Existing Utility Plan:

HCL will provide an existing Subsurface Utility Plan sealed by a Colorado Professional Engineer and an electronic CAD deliverable of the existing utility mapping and survey. The engineer's certification is limited to proposed project limits only, and the Subsurface Utility Plan will include, but not be limited to, the following elements:

- Horizontal utility locations
- Quality level definitions
- General notes
- Utility discrepancies, issues and recommendations
- Utility owner information
- HCL will complete the QL B preliminary plan set to be submitted with the project's 90% design. The client will determine the location of the five (5) utility test holes

Item 9a - Utility Test Holes – Subconsultant:

The Utility Test Hole Subconsultant will perform excavations for five (5) utility test holes (TH) up to ten (10) feet in depth and eighteen (18) inches wide perpendicular to the utility alignment that will delineate Quality Level A at those specific test hole locations. The subconsultant will also:

- Obtain any required permits to work in the project area.

Castle Pines Pedestrian and Bicycle Bridge
Michale Baker

- Obtain a MHT (Method of Handling Traffic) Plan to submit for permit requirements.
- Secure and schedule all traffic control to include lane closures and flaggers.
- Contact the applicable "One Call" agency to coordinate with utility owner inspectors as may be required by law or utility owner policies prior to beginning field activities.
- After obtaining test hole data, they will install permanent above ground markers, and then backfill each excavation as per the permit requirements with acceptable pavement and/or surface material.
- Test Hole subconsultant will attempt to excavate down to only one (1) utility per test hole.

Item 9b: Utility Test Holes – HCL Quality Level A Designation:

HCL will coordinate and oversee five (5) utility test holes at specific test hole locations. The Client will determine the test hole locations based on the initial Quality level B investigation performed by HCL in conjunction with overall site design by the Client. The HCL tasks include:

- Perform a field survey and staking of proposed TH locations prior to excavation.
- Perform a pre-designation of TH locations to re-verify utility locations before TH excavations.
- Monitor and document the excavation process at each test hole, recording utility infrastructure type, size, material, and depth to top of pipe, soil/pavement type.
- Coordinate with any specific utility standby representatives that monitor hazardous utility excavations.
- Perform a post-excavation field survey that acquires the final TH locations.
- Process and QC field survey data. Create Test Hole Information Table to include test hole data, surface elevations, top of utility elevations, and coordinates.
- Update existing Subsurface Utility Engineering (SUE) plans to include final test hole locations and Test Hole Information Table and perform peer review.
- Perform final QC and review of the Subsurface Utility Engineering (SUE) plans by a Professional Engineer.

(Test hole excavations will not be performed at locations where the exposed utility would present an environmental hazard, such as on asbestos cement (AC) waterlines and other utilities with AC coatings. Additional costs for protective gear for the excavation Team will be incurred if required.)

DELIVERABLES

- PDF of an Existing Utility Plan, sealed by a Colorado registered professional engineer, verifying utility quality levels in accordance with ASCE 38, and documenting reasonable rationale for not achieving QL B designation (if necessary).
- Utility mapping data will also be provided in an electronic Civil 3D dwg. File format
- HCL will prepare one set of existing utility plans using a standard 24"x36" HCL border unless otherwise specified by the client.
- Point files of all survey shots
- Survey Control Map/ Project Control Diagram
- Existing Right-of-Way Plan and Ownership Map
- 3-dimensional AutoCAD 2018 or later CAD electronic file
- Civil 3D surface of topography
- PDF of ROW Plans

Exclusions:

- Right-of-Entry coordination
- Delineation of easements and underground utilities on private property
- QL B designation of storm and sanitary sewers
- Interior vault dimensions
- Confined space entry
- Camera Sewer Inspection
- Ground Penetrating Radar
- Irrigation lines and sprinkler systems
- Plan and Profile designs and exhibits of proposed utility installation / relocation
- Costs associated with permitting and installation / relocation of effected utilities
- Ownership and identification of overhead utility lines
- Land Survey Plat
- Post-Construction Asbuilts
- Utility Plans
- Utility Clearance letters
- Utility Coordination efforts

Assumptions:

- It is assumed that HCL will need two (3) days of traffic control
- It is assumed that HCL will need three (3) title commitments

SCHEDULE

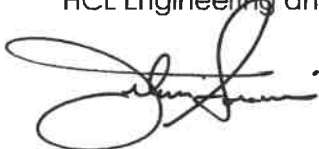
- HCL will make reasonable accommodations to the agreed upon schedule once an executed notice to proceed is received. Adverse weather conditions may delay the field work.
- HCL will respond to one set of comments and make minor clarifications on the drawing within 3 business days after they are provided.
- HCL and client agree that neither of them shall be responsible or liable to the other for the consequences of events that are beyond the reasonable control of the other party including, but not limited to, interference by third parties, changed conditions or scope, and weather delays.

COMPENSATION

Fee for Item 1 - 4	\$66,350
Fee for Item 5 - 9	\$39,650
*Utility Testholes (sub)	\$9,000
*Traffic Control (sub)	\$5,500
*Title Commitments (sub)	\$3,000
TOTAL	\$123,500

****Note: Fees for test holes, title commitments, and traffic control are an estimate only. Actual costs may increase once the final invoice has been received from subconsultant. If the sub-consultant's proposed amount is greater than the estimated amount shown in this proposal, a change order will be requested prior to completion of each task.***

Sincerely,
HCL Engineering and Surveying, LLC



Julian Sisneros PLS
Director of Surveying & Mapping



200 Union Boulevard, Suite 210
Lakewood, CO 80228

January 17, 2024

Michael Orlowsky, PE
Michael Baker International
165 S. Union Blvd., Suite 1000
Lakewood, CO, 80228

Subject: Cost Proposal for I-25 Pedestrian and Bicycle Bridge Preliminary, Final and Post-Design Services

Dear Michael,

Attached is Peak Consulting Group's electronic submittal for support of the I-25 Pedestrian and Bicycle Bridge Preliminary, Final and Post-Design Services project. The scope and cost estimate are attached. Thank you for bringing Peak onto your team, and we look forward to working with you, Castle Pines, and the Colorado Department of Transportation. We appreciate the opportunity to contribute to the success of the project.

Sincerely,

Peak Consulting Group

A handwritten signature in blue ink that reads "CK Roberts".

Colleen Kirby Roberts, AICP
Managing Member

Attachments:

Scope of Work



**I-25 Pedestrian and Bicycle Bridge Preliminary, Final and Post-Design Services
Scope of Work, January 17, 2024**

Peak Consulting Group (Peak) will provide support to Michael Baker International (Michael Baker) for the completion of the I-25 Pedestrian and Bicycle Bridge National Environmental Policy Act (NEPA) process, which is assumed to be a Programmatic Categorical Exclusion (CatEx). Peak will support Michael Baker and the City of Castle Pines (Castle Pines) through the completion of the CatEx process. Peak will attend meetings, facilitate NEPA discussions, and advise Michael Baker and Castle Pines on the CDOT's NEPA requirements and local agency process for the I-25 Pedestrian and Bicycle Bridge project in accordance with the MB master contract with CDOT.

The period of performance is anticipated to be 12 months.

Peak will perform the following scope of work.

1. PROJECT INITIATION AND CONTINUING REQUIREMENTS

A. Project Meetings

- Participate in CDOT Meetings (assume 4, 1.5-hour virtual meetings)
- Participate in monthly progress meetings with Castle Pines (assume 12, 1.5-hour virtual meetings)
- Regular bi-weekly to monthly (depending on project activities) consultant progress meetings (assume 18, 1-hour virtual meetings)

B. Project Management

- Support Michael Baker project manager in reviewing schedule progress and work plans (assume 1 hour per month over 12-month period), plus invoicing and contract management

2. DESIGN TEAM AND LOCAL AGENCY COORDINATION

- Advise project team on steps in CDOT's local agency process

3. NEPA SUPPORT ACTIVITIES

A. Scoping

- Coordinate with CDOT NEPA/Environmental lead to confirm responsibilities and environmental needs/expectations.
- Conduct environmental specialist meetings; assume 3 meetings - cultural, biological, and visual.
- Assume discipline wide environmental scoping meeting is not needed with CDOT.

B. Facilitate NEPA and environmental team and advise on the NEPA process/requirements.

C. Project Description

- Coordinate with Michael Baker on project description and background/design options

D. Environmental Existing Conditions, Impact Analyses, and Mitigation

- Research existing conditions, develop impact analyses, and document mitigation in a tech report or environmental memorandum for the following resources:
 - Wetlands and other waters of the US
 - Biological Resources
 - Historic Resources – assumes review of database report and assessor data, no site visit or resources over 50 years (1979), and one coordination meeting with CDOT to review APE
 - Environmental Justice – assumes federal analysis and exemption from statewide analysis
 - Section 4(f)/Section 6(f) – assumes analysis of trail connections and detours
 - Hazmat – Assumes CDOT will provide ERIS database search (previously GEOsearch)
 - Visual Resources – Assumes preparation of VIA Scoping Questionnaire and at most, Visual Memo
- Direct resource specialists for the following resources:
 - Water Quality – Assumes MB will complete checklist and coordinate with CDOT's water quality specialist on water quality and permitting requirements.
 - Coordinate with Michael Baker staff on documentation for utilities and geologic resources considerations and impacts.
- Per conversation with Maggie John, CDOT Environmental Manager on 1/6/2024, our scope does not include the following resources, which CDOT will complete:
 - Paleontology
 - Archaeology
 - Native American Consultation, if indicated
- Additional assumptions:
 - Two comment and revision cycles of the technical reports are anticipated.
 - No reviews of CDOT resource documentation are necessary.
 - Existing conditions documentation and any field survey begins after a bridge location is selected.
 - No public facing documents will be produced, so there will be no 508 compliance necessary.

4. CatEx Document/Design Review

- Review of 30/60/90/100 design plans and specifications for environmental commitments.
- Prepare CatEx Form Part A and provide to CDOT; assume CDOT will complete Part B online.



Cost Estimate, I-25 Pedestrian and Bicycle Bridge Design

Task	Staff	Roberts	Sam	Head	Jones	Zeimantz	Kizlinski	Bushey	Total					
Rate	\$	267.52	\$	203.19	\$	94.82	\$	157.54	\$	92.89	\$	208.07	\$	192.91
Project Initiation and Continuing Requirements														
CDOT Meetings	6													
Local Agency Meetings	6													
Progress Meetings	2													
Project Management	12					12								
Hours Total	14		54			12								80
Dollar Total	\$ 3,745	\$ 10,972	\$ -	\$ -	\$ -	\$ 1,115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,832
NEPA & Local Agency Support Activities														
Scoping Meeting	3													
Facilitate NEPA and Environmental Team	24													
Project Description	8			8										
Environmental Existing Conditions, Impact Analyses, and Mitigation - Prepare	4				4									
Cultural Resources - History	4			8								24		
Cultural Resources - Archaeology	2			4										
Wetlands and Waters	4			4							38			
Threatened and Endangered Species	2			6							24			
Social Resources (includes EJ and Visual)	10			40										
Design team & local agency process coordination	8													
Prepare CE Documentation (Form 128, attachments, QC)	2			8										
Design review and Environmental Commitments	2			8										
CDOT review, CDOT/FHWA review, Final Review (3 comment/revision cycles)	4			24									6	
Finalize CE Documentation	4			8										
Hours Total	16	113	110	4	630	12,900	5,787	30	335					
Dollar Total	\$ 4,280	\$ 22,960	\$ 10,430	\$ 630	\$ -	\$ 12,900	\$ 5,787	\$ -	\$ 56,989					
LABOR TOTAL	Total Hours	30	167	110	4	12	62	30	415					
Total Labor Cost	\$	8,026	\$ 33,933	\$ 10,430	\$ 630	\$ 1,115	\$ 12,900	\$ 5,787	\$ 72,821.01					
EXPENSES														
Mileage (\$0.67/mile, up to 4 in person meetings)														\$ 120.00
Compass Database Fee														\$ 120.00
Total Expenses														\$72,941.01

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN

January 16, 2024

Michael Orlowsky, P.E. | Project Manager and Structural Engineer
165 South Union Boulevard, Suite 1000 | Lakewood (Denver), CO 80228
morlowsky@mbakerintl.com | www.mbakintl.com

RE: Castle Pines I-25 Pedestrian Bridge

Thank you for the opportunity to offer our services for the **Castle Pines I-25 Pedestrian Bridge project**. We look forward to our involvement with this project and our collaborations with Michael Baker. We anticipate working closely with MB and the design team, and the City of Castle pines to develop bridge aesthetics, urban design features, landscape designs and potential ecological restoration plans that meets your needs. We understand the requirements and approach for developing design approvals with the City of Castle Pines and CDOT through our continued conversations and as outlined in the RFP.

DHM Design will provide professional urban design, landscape architectural, and ecological design services for Concept Design, Preliminary Design/ FIR plan set and Final Design/ FOR plan set as required.

Concept Design.

DHM will prepare a Concept Design Plan submittal, which includes urban design features to better understand the character of the bridge and pedestrian experience of the corridor and preliminary landscape and ecological design concepts. Preliminary concepts will focus on materiality, character and pedestrian experience along with water quality, ecological restoration and bio engineering methods to provide aesthetic enhancements to the corridor and bridge. We will review and incorporate details from the Castle Pines Wayfinding Plan in development of the concepts.

An illustrative colored site plan will be developed that highlights the proposed concept. 3D renderings can be completed utilizing a series of techniques to create photo realistic images. These can be used to engage with the community to better visualize the aesthetics and impacts of the project. 3D renderings will utilize drone footage to create a realistic photo match combined with SketchUp for modeling and Lumion for generating textures, materials, shading and shadows. We anticipate flying the entire project limits to generate drone footage to document and better understand and assess the corridor. This can be used to assist with development of the plan renderings and 3D renders. It is our understanding that Michael Baker will develop structural 3D models of the bridge, highway and infrastructure and DHM will assist with the urban design, landscape and aesthetic treatments.

Final Design.

From approval of the concept designs, DHM will support the project and assist in developing the concept designs into preliminary and final designs per the contract documents. Services would include urban design, landscape architecture, irrigation design and 3D visualizations. DHM will assist with development of urban design features associated with plazas and the bridge, wayfinding and bridge aesthetics, ramps or stairs and any landscape architecture services to a 100% level to support the project requirements.

DENVER

CARBONDALE

DURANGO

BOZEMAN

WWW.DHMDESIGN.COM

900 South Broadway, Suite 300 Denver, Colorado 80209 P: 303.892.5566 f: 303.892.4984

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN

DHM will assist with 100% aesthetic designs, details, and landscape architecture for the west approach to the bridge. We further understand ACL will develop designs for the trails west of the bridge.

DHM will assist with continue the development of the concept designs to a 30% level for aesthetic designs, details, and landscape architecture for the east approach to the bridge. We further understand ACL will develop designs for the trails east of the bridge.

DHM will also assist with cost estimating, quantity determination and project management as noted in the contract documents and in our detailed scope and fee schedule.

Following is a detailed scope and fee schedule that outlines the scope and approach to work described in this letter. Please don't hesitate to call Mark Wilcox at 720.763.3966 with any questions regarding this proposal.

We look forward to continuing our relationship with Michael Baker, Intl.

Respectfully,

DHM Design Corporation



Mark Wilcox, ASLA

Principal, Denver Studio Manager

DENVER

CARBONDALE

DURANGO

BOZEMAN

WWW.DHMDESIGN.COM

900 South Broadway, Suite 300 Denver, Colorado 80209 P: 303.892.5566 f: 303.892.4984

DHM Design Corporation
PROJECT ESTIMATING SHEET

FEE PROPOSAL: City of Castle Pines I-25 pedestrian bridge
CLIENT Michael Baker

PREPARED BY: MW	DHM	DHM	DHM	DHM		
CHECKED BY: MW	Principal/ PM	3D Modeling	Associate	Designer	Sub-consultant	
DATE: September 4, 2019	\$195 Hours	\$120 Hours	\$130 Hours	\$100 Hours	Expenses	TOTALS
Description					Irrigation Design	
I. General Services and Project Management - 8 months						
Initial Scoping meeting (1)	3.0		3.0			\$975
monthly progress meetings (virtual attendance at 4)	6.0					\$1,170
						\$0
Agency and stakeholder coordination	4.0		4.0			\$1,300
Public meeting (3) in-person	12.0		12.0			\$3,900
Design Review and Comment Resolution Meetings - virtual (2)	4.0		4.0			\$1,300
Project Management/ coordination with design team (conference calls)	6.0					\$1,170
Communication Aids	8.0		8.0			\$2,600
						\$0
Castle Pines Wayfinding Plan review and incorporation into concept	8.0		12.0	16.0		\$4,720
Subtotal	51.0	0.0	43.0	16.0	\$0	\$17,135
II. Environmental Clearance						
						\$0
Subtotal	0.0	0.0	0.0	0.0	\$0	\$0
III. Preliminary Design						
Conceptual Study - support only	8.0		12.0			\$3,120
						\$0
Aesthetic Design (to be included in SSR)						
Preliminary Bridge Aesthetics						\$0
review ramps vs stairs with bike trough	4.0		16.0	32.0		\$6,060
Preliminary Quantities of urban features, aesthetics and Cost Estimate	1.0		4.0	8.0		\$1,515
Preliminary architectural layout and elevations	12.0		24.0	48.0		\$10,260
Contextual Sensitive Solutions - review and align with community, views, trails, etc.	2.0		4.0	8.0		\$1,710
Details, sketches, sections, plans and profiles	8.0		16.0	32.0		\$6,840
3D illustrations (support for urban design, landscape, wayfinding items)	4.0	32.0	4.0			\$5,140
Drone flight of project corridor for photo match	2.0	8.0				\$1,350
						\$0
Preliminary 30% Plan and Review						\$0
Preliminary Urban Design of east and west plaza areas						\$0
materials and site plan	8.0		16.0	32.0		\$6,840
conceptual grading (final grading by others)	8.0		16.0	24.0		\$6,040
Site details	8.0		16.0	24.0		\$6,040
Preliminary Landscape Design	8.0		12.0	16.0		\$4,720
Quantities and Cost Estimate - CDOT format SAQ	4.0		12.0	12.0		\$3,540
						\$0
Subtotal	77.0	40.0	152.0	236.0	\$0	\$63,175
						\$0
TOTAL HOURS	128	40	195	262		\$80,310
TOTAL COST	\$24,960	\$4,800	\$25,350	\$25,200	\$0	\$80,310
IV. Final Design						
Design Development 60% Designs						
Final graphics, updates to 3D renderings	4.0	16.0				\$2,700
Bridge Aesthetic design of structures (support only from an aesthetic approval, MB to develop designs)	12.0		16.0	32.0		\$7,620
						\$0
Urban Design Features Design and Details (west side only)	8.0		16.0	24.0		\$6,040
Landscape & Irrigation Design and Details (west side only)	4.0		8.0	16.0	\$450	\$3,870
						\$0
Quantity Determination and Opinion of Construction Costs	2.0		6.0	12.0		\$2,370
Quality Review and Revisions	4.0		4.0			\$1,300
						\$0
FOR 90% Design for Landscape, Urban Design and Irrigation						\$0
Updates to 3D renderings as applicable	2.0	12.0				\$1,830
Bridge Aesthetic design of structures (support only from an aesthetic approval, MB to develop designs)	4.0		12.0	16.0		\$3,940
Urban Design Features and Details (west side only)	2.0		12.0	16.0		\$3,550
Landscape Design and Details (west side only)	4.0		10.0	16.0		\$3,680
						\$0
Irrigation Design and Details			2.0		\$2,400	\$2,660
Draft Technical Specifications	12.0		12.0			\$3,900
						\$0
Quantity Determination and Opinion of Construction Costs	2.0		4.0	8.0		\$1,710
Quality Review and Revisions	4.0		4.0			\$1,300
						\$0
For Bid/ Final 100% Design for Landscape, Urban Design and Irrigation						\$0
Incorporate FOR Review Comments	2.0		8.0	12.0		\$2,630
Final 100% Plans, Specifications and Estimate	6.0		12.0	18.0		\$4,530
Prepare final bid documents for Landscaping, Urban Design & Irrigation	4.0		4.0	8.0		\$2,100
Quantity Determination and Opinion of Construction Costs	2.0		4.0	8.0		\$1,710
Quality Review and Revisions	4.0		4.0			\$1,300
						\$0
Subtotal	82.0	28.0	138.0	186.0	\$2,850	\$58,740
V. Construction Administration						
not included at this time						\$0
						\$0
Subtotal	0.0	0.0	0.0	0.0	\$0	\$0
						\$0
TOTAL HOURS	82	28	138	186		\$58,740
TOTAL COST	\$15,990	\$3,360	\$17,840	\$18,600	\$2,850	\$58,740

General Services and Project Management - 8 months	\$17,135
Environmental Clearance	\$0
Preliminary Design	\$63,175
Final Design	\$58,740
Construction Administration	\$0

DHM Design Corporation
PROJECT ESTIMATING SHEET

FEE PROPOSAL: City of Castle Pines I-25 pedestrian bridge
 CLIENT Michael Baker

PREPARED BY: MW		DHM	DHM	DHM	DHM		
CHECKED BY: MW		Principal/ PM	3D Modeling	Associate	Designer	Sub-consultant Expenses	
DATE: September 4, 2019		\$195 Hours	\$120 Hours	\$130 Hours	\$100 Hours	Irrigation Design	TOTALS
Description							
TOTAL LABOR							\$139,050
TOTAL EXPENSES							\$1,035
TOTAL LABOR & EXPENSES							\$140,085
Mileage							\$320
Printing							\$715

November 16, 2023

Michael Orlowsky
Michael Baker International
165 South Union Boulevard, Suite 1000
Lakewood, CO 80228
720-514-1100 | MOrlowsky@mbakerintl.com

Re: Castle Pines I-25 Pedestrian and Bicycle Bridge
Lighting and Electrical Design Consulting Proposal
Clanton Project #23089

Clanton and Associates proposes to undertake the lighting and electrical consulting for the Castle Pines I-25 Pedestrian and Bicycle Bridge in Castle Pines, CO.

Estimated labor (Base Scope):	\$ 82,490
Estimated expenses:	\$ 200
Total Fee (labor and expenses):	\$ 82,690

Elevator electrical design (Optional Scope)	\$ 15,000
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The scope of work includes:

1. Lighting and electrical design for the Castle Pines I-25 Pedestrian and Bicycle Bridge
 - a. Bridge railing and deck
 - b. Stairs and landings
 - c. Monument signage (up to four)
 - d. Plazas (up to two)
 - e. Bikeway approach to bridge
 - f. Non-continuous lighting at conflict points along the bikeway

Fees are billed hourly not to exceed the contract amount without prior approval. Invoicing will occur monthly based on hours worked.

Project deliverables will be issued on agreed upon dates between Clanton & Associates, Inc and the Client. Any model or background update will be provided no fewer than five business days prior to any indicated deliverable.

Design services shall include the following:

30% Preliminary Design (FIR)

- Kickoff meeting via teleconference
- Establish basis of design
- Preliminary lighting design and layout
- Schematic lighting design concept development using precedent images
- Stakeholder lighting design concept review
- Identify potential power source locations
- Opinion of Probable Cost

- Up to one (1) submittal (30% set)
 - Quality Control
- Attendance at 30% Review meeting via teleconference

60% Design (DOR)

- Incorporate comments from 30% Review, up to one (1) comment response
- Lighting design
 - Lighting layout
 - Lighting details
 - Luminaire schedule
- Electrical design
 - Panel schedules
 - Lighting control centers, including feeder sizing
 - Conduit routing
- Site visit to review existing electrical equipment
- Utility coordination
- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (60% set)
 - Quality Control
- Attendance at 60% Review meeting via teleconference

90% Design (FOR)

- Incorporate comments from 60% Review, up to one (1) comment response
- Lighting design
 - Final lighting layout
 - Lighting details
 - Luminaire schedule
- Electrical design
 - Panel schedules
 - One-line diagrams
 - Lighting Control Centers, including short circuit calculations and feeder sizing
 - Circuiting and conduit, including voltage drop calculations and conduit sizing
 - Electrical details
- Utility coordination
- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (90% set)
 - Quality Control
- Attendance at 90% Review meeting via teleconference

100% Design (Bid Set)

- Incorporate comments from 90% review, up to one (1) comment response
- Final Lighting Design
- Final Electrical design
- Specification revisions
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (Bid Set & stamped plans)
 - Quality Control

Project Management

- Monthly progress meetings, up to ten (10) meetings via teleconference
- Monthly invoices with progress reports

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, additional services rates may increase.

The scope is based on documents sent on 11/10/2023 and questions answered via email on 11/16/2023.

Not included in this scope of work but is available for extra services:

- Additional site visits or meetings
- Construction observation and/or services during construction
- Development or issuing of electric utility work order forms, applications, and/or meter address applications
- Temporary Lighting
- Electrical engineering for non-lighting electrical infrastructure (e.g. traffic signals, ITS equipment, electrical vehicle (EV) infrastructure, electrical receptacles, smart city and/or small cell infrastructure).
- Significant lighting and/or electrical redesign after 60% Design submittal based on client changes such as: changes in streetlight ownership, addition of new electrical service(s), or a change from resetting existing streetlights to new streetlight installation.
- Location or load changes to electrical infrastructure after the 90% (FOR) submittal. This shall include, but is not limited to, shifting of ITS equipment, traffic cabinets, power sources, or changes to the electrical load require recalculation of voltage drop and short circuit calculations.
- Any development, design, or detailing of custom luminaires
- Drafting on non-digital backgrounds such as *.pdf or *.jpg files
- Value engineering
- Coordination during bid phase
- Client presentations
- Renderings
- Mock-ups
- Art lighting or development of light art

Specific exclusions from this scope are as follows:

- Structural engineering
- Equipment procurement
- Commissioning
- Survey control map or Right-of-Way plans
- Subsurface Utility Engineering
- Communication wiring to Traffic Signals

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD or Micro Station format. Reimbursable expenses shall include printing costs, overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Additional services shall be charged per the rates in the attached Clanton & Associates Rates Table.

Work shall commence upon receipt of a signed copy of this agreement. This agreement is valid for 60 days.



CLANTON & ASSOCIATES

11/16/2023

DATE

MICHAEL BAKER INTERNATIONAL

DATE

Project Name: I-25 Pedestrian & Bicycle Bridge Design

Consultant: Michael Baker International

Task	Clanton & Associates										Total Cost	
	Title Rate	President	Associate	Senior Engineer I	Designer II	Engineer I	Senior Designer II	Production Manager	CADD Technician	Total		
30% Design	340	1	240	195	150	145	225	215	115	115	6	\$14,830.00
60% Design	2	2	12	44	25	50	12	4	16			\$28,540.00
90% Design	2	2	10	36	10	48	12	2	12			\$23,070.00
100% Design	2	2	10	24	8	24	8	2	12			\$16,050.00
Optional Elevator Electrical Design	4	4	9	12	4	34	8	2	12			\$ 15,000.00
Total Proposed Fee											\$ 15,000.00	
Total Optional Fee											\$82,490.00	
											\$15,000.00	

REVISED SCOPE OF WORK CASTLE PINES PEDESTRIAN BRIDGE OVER INTERSTATE 25 CITY OF CASTLE PINES, COLORADO

Project Description

Geotechnical explorations and design recommendations are required for the design of a proposed bicycle and pedestrian bridge over Interstate 25 (I-25) in Castle Pines, Colorado. We understand the project consists of design and construction of a two span, prefabricated bridge, associated retaining walls, approach embankments, and new bike paths to allow pedestrian and bike access over I-25 to improve connectivity in the trail systems for the City of Castle Pines.

Shannon & Wilson's (SWI) scope of work will include a field exploration and laboratory testing program, development of recommendations for bridge foundations, retaining walls, evaluation of subgrade conditions for the approach embankments and for the proposed bike paths, and preparation of draft and final geotechnical reports. Geotechnical analysis and recommendations for bridge foundations and retaining walls will be conducted following AASHTO LRFD Bridge Design Specifications.

Field Explorations and Laboratory Testing

We will coordinate and observe a field exploration program consisting of drilling:

- 3 bridge structure borings: one at each abutment and one at the center pier in the I-25 median. The center pier boring in the I-25 median will require a left lane closure of I-25 and night work.
- 1 retaining wall boring, and
- 2 borings along the proposed bike path to evaluate the subgrade conditions.

The structure borings will be advanced to an anticipated depth of up to 60 feet, or up to 20 feet into bedrock, whichever is encountered first. The wall boring will be advanced to an anticipated depth of 40 feet or to the top of bedrock; whichever is encountered first. The bike path borings will be advanced to a depth of 5 feet each. A total of 230 linear feet of drilling is anticipated. Our geotechnical exploration and laboratory testing program will include:

- Prior to drilling, we will call the Utility Notification Center of Colorado to locate utilities and to clear the site for our proposed subsurface explorations.

- Each boring will be drilled using a track or buggy-mounted drill rig supplied and operated by a drilling contractor under subcontract to SWI. Based on the site conditions, we anticipate being able to offload the drill rig at the site and drill the borings off of I-25 with no impacts to traffic beyond a shoulder closure.
- SWI will arrange for traffic control, and will hire a traffic control company under subcontract to provide necessary signage to perform our subsurface investigation. SWI will complete any permitting required to drill within CDOT's ROW and to perform a shoulder closure of I-25 for the abutment borings, and a to perform a left lane closure of I-25 at night to drill the boring required for the center pier in the median.
- We assume any Right-of-Entry agreements or permitting required to drill the two borings to investigate the bike path subgrade conditions will be completed by others.
- Bridge borings will be sampled on approximate 5-foot intervals using the Standard Penetration Test (SPT), in general accordance with ASTM D-1586. Occasional large-diameter drive samples using a modified California (MC) barrel sampler may also be collected, as appropriate. If soft soils are encountered, thin-walled tube samples (shelby tubes) will be utilized to collect relatively undisturbed samples for laboratory testing. Drilling through sandy and clayey overburden soils into the Dawson Formation is anticipated based on geologic maps, so hollow stem auger drilling methods will be utilized through the overburden soils. HQ wireline coring techniques will be conducted in the bridge abutment borings to collect intact specimens of rock core for uniaxial compressive strength testing for deep foundation design. Should core recovery be poor while attempting HQ coring (which is common in the Dawson Formation), SPT sampling will be conducted within the bedrock as well. Hollow stem auger drilling with SPT / MC sampling will be conducted in the center pier boring, the wall boring, and the bike path borings.
- A geologist or geotechnical engineer will observe the drilling and prepare descriptive field logs of the explorations based on ASTM D 2487, Standard Test Method for Classification of Soil for Engineering Purposes, and ASTM D 2488, Standard Recommended Practice for Description of Soils (Visual-Manual Procedure).
- Upon completion of drilling, groundwater levels will be measured. Boreholes drilled outside of paved areas will be backfilled with cuttings produced from the drilling operations. The borehole in the I-25 median will be backfilled with cement grout.
- Shannon & Wilson will transport the geotechnical samples back to our in-house laboratory for further observation and laboratory testing. Laboratory testing may include natural moisture content, unit weight, grain size distribution, Atterberg limits, corrosion, uniaxial compressive strength, and swell / consolidation properties.

Geotechnical Analysis and Report

Data generated during the subsurface exploration and laboratory testing programs will be analyzed by a geotechnical engineer in developing findings and recommendations to be presented in a draft geotechnical report. The report will be finalized after review and comments are incorporated from the design team. The draft and final geotechnical reports will include:

- A site plan showing exploration locations.
- Field and laboratory test results, including boring logs and a geology sheet.
- General description of subsurface soil/rock conditions and groundwater levels below the site.
- Bridge foundation design recommendations.
- Retaining wall design recommendations.
- Embankment construction and subgrade preparation recommendations.
- Recommendations for subgrade preparation for the proposed bike path.
- Construction considerations.

Assumptions

We made the following assumptions in preparing this scope of work and cost estimate:

- Right-of-Entry and/or any permitting required to drill the proposed bike path borings will be completed by others.
- Site restoration and revegetation after drilling is not included.
- SWI will obtain necessary permits to drill bridge and wall borings within CDOT's right-of-way.
- Traffic control will consist of shoulder closures and required signage for the abutment and wall borings, and these borings can be completed during daylight hours. Traffic control for the center pier boring in the I-25 median will require a left lane closure, night work, and an impact truck behind our work zone.
- Borings drilled outside of existing pavement areas and can be backfilled with cuttings. The boring drilled in the I-25 median will be backfilled with cement grout.
- Borings will encounter soil/rock that is not contaminated and is non-hazardous.
- Groundwater will be measured during drilling. No monitoring wells will be installed for the project.



- Boring location coordinates will be collected using a recreational grade GPS receiving unit to estimate boring position and elevations. If requested, SWI will stake / paint the boring locations at the completion of drilling to facilitate surveying by others.
- No utility potholing will be performed.
- We have included 10 hours for attendance in meetings, and assume we will attend the Project Scoping Meeting, 30%, 60%, 90%, and final design meetings as outlined in the Request for Proposal document.
- Work will be completed during calendar year 2024.
- Plan review for SWI portion of bridge foundations and walls is included in our scope of work. We have included 8 hours for these services.
- Design and CAD of final bridge foundation details, walls, and typical sections to be completed by others.
- We will prepare an engineering geology sheet for the proposed bridge.

Attachments

Castle Pines Pedestrian Bridge Cost Estimate and Fee Breakdown.

Project Name: I-25 Pedestrian & Bicycle Bridge Design - Rev 1

Consultant: Michael Baker International

Shannon & Wilson, Inc.												
Task	Title	PIC	PM	GEOL	ENG	CAD/Tech	CLR	Drilling Sub	Traffic Control Sub	Lab Testing	Expenses	Total Cost
	Rate	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Preliminary Design - Geotechnical Investigation											
	3.1	Project Management & Setup	5				5					\$1,550.00
		Utility Clearance, Traffic Control, Permitting,										
	3.2	Subsurface Explorations	3	66				1	1		1	\$29,871.00
	3.3	Laboratory Testing	0.5		2.5					1		\$6,442.50
	3.4	Boring Log and Geology Sheet Preparation	0.5	1.5	6		10.5					\$2,477.50
	3.5	Geotechnical Analysis										\$0.00
	3.5.1	Bridge Foundations	0.5	2		8						\$1,667.50
	3.5.2	Abutment Walls	0.5	2		8						\$1,667.50
	3.5.3	Approach Embankments	0.5	2		12						\$2,227.50
	3.5.4	Bike Path Subgrade Evaluation	0.5	1		4						\$902.50
	3.6	DRAFT Geotechnical Report	2	4	18	40	4	2				\$9,840.00
	3.7	Meetings (Scoping and 30% Design)		4								\$820.00
4	Final Design - Geotechnical											
	4.1	Plan Review	4		4							\$1,380.00
	4.2	Finalize Geotechnical Report	1	2	8				1			\$1,910.00
4.3	Meetings (60% Design, 90% Design, Final Design)		6								\$1,230.00	
Total Proposed Fee												
\$61,986.00												