

**CONTRACT FOR GOODS AND/OR SERVICES
DOWNTOWN COMPLETE STREETS PLAN - GRANITE STREET FINAL DESIGN**

THIS AGREEMENT ("Agreement"), made this ____ day of August 2024, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Tetra Tech, Inc., a Delaware Corporation, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

**ARTICLE I
SCOPE OF SERVICES**

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project" or the "Scope of Services." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement.

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before December 31, 2025. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FRISCO's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FRISCO.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all services, materials and equipment covered and paid for under this Agreement will pass to FRISCO either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

**ARTICLE II
ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or

workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of Chris McGinnis, Public Works Director/Town Engineer; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c) Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4 Insurance:

(a) CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this

Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. 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 name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) 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) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of 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. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer

as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Chris McGinnis

(h) CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FRISCO shall be repaid by CONTRACTOR to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONTRACTOR from FRISCO.

(i) The parties hereto understand and agree that FRISCO is relying on, and does 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, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) to the extent caused by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of

them may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7 Termination of Agreement:

(a) This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on December 31, 2025, or (c) upon FRISCO providing CONTRACTOR with seven (7) days advance written notice, whichever occurs first. After termination, FRISCO shall pay CONTRACTOR for all work previously authorized and completed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached this Agreement, FRISCO shall have any remedy or right of set-off available at law and equity. If this Agreement is terminated for any reason prior to completion of the Scope of Services, any use of documents by FRISCO thereafter shall be at FRISCO's sole risk, unless otherwise consented to by CONTRACTOR. This Agreement may be terminated by CONTRACTOR upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by FRISCO to perform in accordance with the terms in this Agreement. In the event of such termination, FRISCO will pay CONTRACTOR for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONTRACTOR for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

(b) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by

United States mail or hand-delivery shall be utilized. Facsimile and/or e-mail addresses are provided for convenience only.

FRISCO:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Chris McGinnis
Electronic mail: chrism@townoffrisco.com

CONTRACTOR:

Tetra Tech, Inc.
PO Box 1906
Frisco, CO 80443
Attn: Chris Durloo
Electronic mail:Chris.Durloo@tetrattech.com

ARTICLE III
RESPONSIBILITIES OF FRISCO

Section 3.1 Project Materials: FRISCO shall make available data related to the Project, including design specifications, drawings and other necessary information. Data so furnished to CONTRACTOR shall be furnished at no cost, and shall be returned to FRISCO at the earliest possible time.

Section 3.2 Access to Property and Records: FRISCO shall provide CONTRACTOR with access to public property as required and necessary to complete the contract. To the extent required by law, FRISCO and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* CONTRACTOR agrees to hold FRISCO harmless from the disclosure of any records that FRISCO reasonably believes it is legally required to disclose.

Section 3.3 FRISCO's Representative: FRISCO shall designate, in writing, a representative who shall have authority to act for FRISCO with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRISCO's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 3.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FRISCO, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE IV
COMPENSATION FOR SERVICES

Section 4.1 Compensation: CONTRACTOR shall be compensated for services as described in Attachment B hereto. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

Section 4.2 Payment: FRISCO shall pay CONTRACTOR monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

ARTICLE V
PROHIBITION ON EMPLOYING OR CONTRACTING WITH WORKERS
WITHOUT AUTHORIZATION

Section 5.1 The CONTRACTOR hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Section 5.2 The CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

Section 5.3 The CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

Section 5.4 The CONTRACTOR is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Section 5.5 If the CONTRACTOR obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with a worker without authorization, the CONTRACTOR shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONTRACTOR has actual knowledge that the subcontractor is knowingly employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-

102(2)(III)(A), the subcontractor does not stop employing or contracting with the worker without authorization; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Section 5.6 The CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

Section 5.7 Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and FRISCO may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the CONTRACTOR shall be liable for actual and consequential damages to FRISCO pursuant to C.R.S. § 8-17.5-102(3) and FRISCO shall notify the office of the Secretary of State of such violation/termination.

ARTICLE VI **MISCELLANEOUS**

Section 6.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 6.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 6.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 6.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

Section 6.5 Other Documents: The Request for Proposal (RFP), titled “Request for Proposal (RFP) Downtown Complete Streets Plan Granite Streets Final Design”, dated 2/23/24 and the Proposal submitted by Tetra Tech, Inc, dated March 22, 2024, are made part of this contract. In the event of any conflicts or inconsistencies, the conflicts shall be resolved in the following order:

1. This contract and attachments
2. Request for Proposal
3. Proposal submitted by Tetra Tech

Section 6.6 Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither FRISCO nor CONTRACTOR, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both FRISCO and CONTRACTOR shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Section 6.7 Dispute Resolution. FRISCO and CONTRACTOR agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. CONTRACTOR shall continue to perform services for the Project and FRISCO shall pay for such services during the dispute resolution process unless FRISCO issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Section 6.8 Force Majeure, CONTRACTOR shall not be liable for any damages caused by any delay that is beyond CONTRACTOR's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Section 6.9 Suspension of Work FRISCO may suspend services performed by CONTRACTOR with cause upon fourteen (14) days written notice. CONTRACTOR shall submit an invoice for services performed up to the effective date of the work suspension and FRISCO shall pay CONTRACTOR all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, CONTRACTOR shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: _____

Name: Rick Ihnken

Title: Mayor

Attest:

Stacey Nell, Town Clerk

CONTRACTOR
TETRA TECH, INC.

By: _____

Name: _____

Title: _____

ATTACHMENT A

SCOPE OF WORK

The Consultant will be provided the current survey and 30% design plans in both pdf and .dwg file formats following contract award. The following scope items shall be completed by the Consultant for the entire Granite Street project, as shown in the 30% plans, from Madison Ave to Summit Blvd (approximately 3,000 feet).

1. Project Management, Coordination, and Meetings: This effort shall include, but not limited to, the following tasks:
 - a. In-person initial kick-off meeting with Town staff to review project site, scope, schedule, and coordination.
 - b. Monthly project meetings with Town Staff to discuss project progress and design review. Monthly meetings may be on-site or remote.
 - c. Two Town Council meetings where the Consultant provides a presentation on the design and project update.
 - d. 60%, 90%, and 100% design submittal meetings.
 - e. Meeting agendas and meeting minutes shall be completed at each progress meeting.
 - f. Project correspondence, reviews, and all other project coordination necessary.
2. Public Outreach: Consultant shall prepare exhibits for public outreach through the Town's website, as well as attending one public open house.
3. Project Design Schedule: The Consultant will be expected to refine and maintain the project schedule prepared for this proposal for the duration of the design effort. The schedule shall include all milestones required to ensure successful completion of the project per the dates included in this RFP.
4. Project Base Mapping: The Town has completed initial survey work for topographic and ALTA survey data within the project limits. The Consultant will be expected to review the existing survey and communicate additional survey needs to the Town and Town's survey consultant. The Town will be responsible for survey costs, but Consultant will be responsible for coordination with Town surveyor. The existing survey does not include utilities. Expanding the survey limits, utilities, and additional survey detail will be required for the final design.
5. Geotechnical Report: The Consultant shall complete a geotechnical report for the project area. The report shall include geotechnical borings and provide recommendations for backfill and pavement sections.
6. SUE Plans and Report: Subsurface Utility Engineering (SUE) plans meeting requirements of Colorado Senate Bill 18-167 shall be prepared by Consultant. Consultant shall locate and map all utilities in the project to a SUE Level B. Where proposed storm sewer crosses a utility, the utility shall be mapped to a SUE Level A. Any utilities not mapped to a level B shall be documented by the Consultant listing the reason for the locate level achieved. The final SUE plans

shall be included in the construction plans and a SUE report shall be submitted.

7. Stormwater Report: The Consultant shall progress the existing 30% stormwater report to a 100% stormwater/drainage report. The stormwater report shall analyze offsite flows, hydraulic and hydrologic calculations, spread criteria, storm sewer design, water quality per NWCOGG standards, and capacity of existing storm sewer pipes that will receive increased runoff from project.
8. Traffic Report: The Consultant shall complete a traffic report utilizing traffic count and speed data provided from the Town. The traffic report shall analyze the capacity of the new roadway and ensure the design performs at a satisfactory LOS for current and future conditions. Traffic report shall analyze both vehicle and pedestrian traffic and ensure the traffic functions adequately according to CDOT and AASHTO guidance.
9. Environmental: If a CDOT/federal grant is awarded, CDOT will complete the environmental analysis for the project. The Consultant will be required to coordinate with the CDOT Region 3 Environmental Manager on the environmental analysis and clearance.
10. 60% Design Submittal: The Consultant shall develop preliminary plans and specifications at a 60% design level. The Town and other agencies, including Summit Fire & EMS, Xcel Energy, and Frisco Sanitation shall review submittals, provide comments, and Consultant shall incorporate comments. 60% submittal shall include the following:
 - a. Title Sheet
 - b. Typical Sections
 - c. Existing Conditions Sheet
 - d. Demolition Sheets
 - e. Roadway Plan and Profile Sheets
 - f. Grading Plans
 - g. Storm Sewer (Plan and Profile) Sheets
 - h. Utility Plans (SUE)
 - i. Landscape Plans
 - j. Lighting Plans
 - k. Signing and Striping Plans
 - l. Construction Details
 - m. Any other Plan Sheets Necessary
 - n. 60% Construction Cost Estimate
11. 90% Design Submittal: The Consultant shall develop preliminary plans and specifications at a 90% design level. The Town and other agencies, including Summit Fire & EMS, Xcel Energy, Frisco Sanitation, and CDOT (assumes a grant is received by the 90% level) shall review submittals, provide comments, and Consultant shall incorporate comments. 90% submittal shall include the following:
 - a. Title Sheet
 - b. Typical Sections
 - c. Existing Conditions Sheet
 - d. Demolition Sheets
 - e. Roadway Plan and Profile Sheets

- f. Grading Plans
- g. Storm Sewer (Plan and Profile) Sheets
- h. Utility Plans (SUE)
- i. Landscape Plans
- j. Lighting Plans
- k. Signing and Striping Plans
- l. Construction Details
- m. Typical Cross Sections
- n. Any other Plan Sheets Necessary
- o. 90% Construction Cost Estimate
- p. 90% Stormwater Report
- q. 90% Traffic Memo
- r. 90% Project Specifications (Project Special Provisions modifying CDOT Specifications)
- s. 90% Easement Exhibit

12. 100% CD Submittal: The Consultant shall develop final 100% construction plans and specifications. The Town and other agencies, including Summit Fire & EMS, Xcel Energy, Frisco Sanitation, and CDOT, shall review submittals, provide comments, and Consultant shall incorporate comments. 100% submittal shall include the following:

- a. Title Sheet
- b. Typical Sections
- c. Existing Conditions Sheet
- d. Demolition Sheets
- e. Roadway Plan and Profile Sheets
- f. Grading Plans
- g. Storm Sewer (Plan and Profile) Sheets
- h. Utility Plans (SUE)
- i. Landscape Plans
- j. Lighting Plans
- k. Signing and Striping Plans
- l. Construction Details
- m. Typical Cross Sections
- n. Any other Plan Sheets Necessary
- o. 100% Construction Cost Estimate
- p. 100% Stormwater Report
- q. 100% Traffic Memo
- r. 100% Project Specifications (Project Special Provisions modifying CDOT Specifications)
- s. 100% Easement Exhibit
- t. SUE Report

13. Lighting Design: The Consultant shall design pedestrian lighting, including placement and other details for Town solar lights. The consultant will design using the Town's standard fixture and spacing. No photometric analysis will be required.

14. Landscaping Design: The Consultant shall complete final landscaping plan for the detached areas between curb and sidewalk and areas behind sidewalks. Plans shall include all details required for tree planting, ground cover, mulch,

irrigation, and pavers.

15. Project Specifications: The Town utilizes CDOT Standard Specifications for road construction. The Consultant shall prepare project special provisions for technical specifications required.
16. Easements: The Consultant shall complete any temporary and permanent easements required for the project. Work shall include negotiating with property owners, preparing legal exhibits and descriptions, executing temporary easements, and recording any permanent easements with Summit County. Granite Street is an 80' ROW and permanent easements are not currently anticipated. Temporary construction easements will be needed in many areas. Temporary easements shall follow the Uniform ROW Act and CDOT requirements. Temporary easements will not be recorded with the County.
17. Retaining Wall Design: The Consultant shall complete structural design for any retaining walls required. For the RFP, proposers shall assume that all retaining walls will be 4 feet or less in height.
18. Cost Estimates: Cost estimates for capital construction costs, using CDOT bid items and cost data, shall be submitted at 60%, 90%, and 100%.
19. Bidding: The Consultant will provide responses to any questions received from bidding of the project (estimated for Fall 2025).
20. Grants: Recommendations for grant applications to assist with construction of the network shall be provided. Technical assistance with the preparation of grant applications shall be provided to the Town. Design submittals shall be completed in accordance with CDOT standards and federal funding requirements. No CDOT or federal funding is currently allocated to the project, but Federal and CDOT requirements shall be met during design to ensure project qualifies for potential grants.

ATTACHMENT B
COMPENSATION

FEE SCHEDULE

TASK	DESCRIPTION	BASE SCOPE
1.0	Project Management, Meetings, and Coordination	\$46,650
2.0	Information Gathering - SUE and Geotechnical Investigation	\$102,280
2.1	<i>SUE Quality Level B - Cobb Fendley</i>	<i>\$31,904</i>
2.2	<i>SUE Quality Level A - Cobb Fendley</i>	<i>\$62,496</i>
2.3	<i>Geotechnical Investigation - Kumar and Associates</i>	<i>\$7,880</i>
3.0	Traffic Impact Study	\$19,600
4.0	60% Design Documents	\$121,500
5.0	90% Design Documents	\$125,600
6.0	Final Construction Documents	\$73,900
7.0	Public Outreach	\$15,540
8.0	Easement Exhibits	\$18,000
9.0	Grant Application Coordination	\$6,150
10.0	Bid Support	\$4,250
	Other Direct Costs	\$6,000
	TOTAL FEE	\$539,470