

CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this 14th day of February 2023, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Toole Design Group, a Maryland Limited Liability Company, 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, 2023. 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 Susan Lee, Planning Manager, Community Development Department; 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: Leslie Edwards

(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 agents and 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) is caused in whole or in part 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, 2023, 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 other than cause 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: Susan Lee

Electronic mail: susanl@townoffrisco.com

CONTRACTOR:

Tool Design Group
8484 Georgia Ave Suite 800
Silver Spring MD 20910

Electronic mail: contracts@tooledesign.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 **MISCELLANEOUS**

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 5.3 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 5.4 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.

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

FRISCO

By: DocuSigned by: Hunter Mortensen
CFE0CC1AC34443E
Name: Hunter Mortensen
Title: Mayor

Attest: DocuSigned by: Stacey Nell
F2C21C9E88A840E...
Stacey Nell, Town Clerk

CONTRACTOR

By: Jessica Fields
Jessica Fields (Feb 22, 2023 14:22 MST)
Name: Jessica Fields
Title: Director of Operations, Mountain West and Texas

ATTACHMENT A
SCOPE OF WORK

Scope of Work

Task 1: Project Management

Toole Design will prepare for and facilitate one one-hour virtual kickoff meeting with Town staff to confirm the scope, deliverables, and schedule. We will also participate in half-hour biweekly check-in calls with Town staff to review the project progress and determine next steps. We anticipate the project will take six months to complete after receiving notice to proceed.

TASK 1 DELIVERABLES:

- Kickoff meeting (1, virtual)
- Biweekly check-in calls (12, virtual)
- Monthly progress reports and invoices (6)

Task 2: Public and Stakeholder Engagement

We intend to host the following engagement activities. However, Toole Design is open to changing our approach based on project needs and available budget.

Toole Design will host up to two small group stakeholder meetings, which may include corridor abutters, business owners and employees, and other interested parties. Toole Design will develop the agendas and supporting exhibits, arrange virtual meeting platforms, prepare invitations, facilitate the meetings, and prepare summary notes for Town staff. Town staff will identify stakeholders and send the prepared invitations to participants.

Toole Design will plan, prepare for, and lead one in-person public outreach walking tour to engage residents, property owners, and business owners in highlighting project challenges and collecting local knowledge about street conditions and operations. In preparation, Toole Design will create materials which may include hand-out packets, an invitation postcard and digital copy, and a paper survey, as well as a facilitation and staffing plan. The tour will be hosted at a time of day and week Town staff deems to be convenient and accessible for attendees. Toole Design will provide up to two staff to lead the walking tour, and the Town may be requested to provide additional staff support during the event. Following the event, Toole Design will compile feedback into an outreach summary.

Finally, Toole Design will prepare for and present at up to two public meetings, with either Planning Commission or Town Council, at the discretion of Town staff. These presentations may be at either an interim milestone or of the final 30% design submittal.

TASK 2 DELIVERABLES:

- Two (2) stakeholder meetings
- One (1) in-person outreach event (proposed as a walking tour)
- Two (2) public presentations to either Planning Commission or Town Council

Task 3: Data Collection and Analysis

The Town of Frisco will provide to Toole Design any available, relevant data including topographic survey, existing utility locations, existing tree locations, and parcel boundaries. Data shall be provided in

AutoCAD format in the coordinate system used by the Town of Frisco for incorporation into the project plans.

Two (2) Toole Design staff will conduct a field visit to verify the topographic survey, including verifying mapped locations of existing utility structures and equipment visible above ground and observing and documenting existing parking, intersection, driveway operations, and existing curb ramp conditions.

Toole Design will observe existing curb ramps to confirm the presence of detectable warning panels and will check slopes with a smart level for ADA compliance. Toole Design will use the information collected to identify and document potential design challenges.

The Town of Frisco will be responsible for any additional data collection unless Toole Design's scope is amended accordingly.

TASK 3 DELIVERABLES:

- One (1) field visit by two (2) staff

Task 4: 30% Design Plans

TASK 4.1: PRELIMINARY CONCEPT AND CROSS-SECTION OPTIONS

Building from the Downtown Collector Street Type in the *Frisco Downtown Complete Streets Plan*, Toole Design will prepare three preliminary cross-section options to review, which will include one typical cross-section, as well as two variations of the typical cross-section to accommodate existing conditions such as:

- Existing parking (associated with buildings) and sidewalks within right-of-way
- Existing private right-of-way encroachments or obstructions, such as walls and fences

The intent of these cross-section options is to identify base design criteria to extend throughout the corridor and accommodate varying existing conditions by block or parcel, especially where existing adjacent land use or curb regulations necessitate flexibility.

Toole Design will then develop a conceptual diagram to identify where each of these cross-sections may be applied throughout the project corridor. Toole Design will participate in one one-hour virtual design review meeting with Town staff, including Public Works, before commencing the 30% design to review the concept diagram and cross section options. The purpose of the meeting is to walk through the decision-making process, ensure the design treatments meet the overall intent of the project, and allow Town staff to ask questions on the design to reduce the number of comments necessary during the formal review. This meeting will also provide an opportunity for Public Works to provide input on maintenance concerns for Toole Design to incorporate into the 30% design, such as snow storage and plowing.

TASK 4.2: 30% DESIGN PLANS

Toole Design will prepare draft 30% design plans for Granite Street between Madison Avenue and Summit Boulevard on the topographic survey provided by the Town. Design plans will be prepared using AutoCAD software at 1:20 scale on 22 x 34 sheets. The 30% design plans will include:

- Title Sheet & Index (1 sheet)
- Typical Sections (1 sheet)
- Roadway Plan & Profile (4 sheets)
- Key Concept-level Roadway Details (1 sheet)
- Grading Plans & Concept-level Details (5 sheets)

- Drainage Plans & Concept-level Details (5 sheets)
- Signing and Marking Plans & Details (5 sheets)
- Landscape Plans & Details (5 sheets)

Toole Design will submit a draft of the 30% plan set to Town staff for review. Town staff will provide one round of non-conflicting comments from all reviewers in a spreadsheet or pdf format. Toole Design will review Town staff comments on the draft 30% design plans and address them for the final 30% design plans. We assume only minor changes from the draft 30% design for the final 30% design.

Toole Design will prepare a Preliminary Stormwater memo to document the change in impervious area, identify preliminary locations for storm inlets and associated infrastructure, and identify if additional stormwater drainage analysis will be needed during final design. Design or detailed analysis of water quality or detention requirements or preparation of a detailed stormwater report or calculations is not included.

Toole Design will prepare a preliminary opinion of probable construction costs for the project.

TASK 4 DELIVERABLES:

- Up to three cross-section variation options and concept diagram
- Two design plan submittals in PDF
 - Draft 30% design plans
 - Final 30% design plans
- Response to draft 30% design comments
- Preliminary Stormwater Memo
- Preliminary opinion of probable construction costs

The assumptions used to prepare Task 4 are:

ASSUMPTIONS:

- This scope assumes that Toole Design will prepare a limited 30% design package including preliminary plans, preliminary Stormwater Memo, and opinion of probable construction cost for a single design alternative, based on the cross-sections selected during Task 4.1. Design of multiple alternatives is not included.
- Toole Design will provide recommendations for site investigations that may be needed in the future (historic/cultural resources, rare/threatened/endangered species, floodplain, etc.), but no site investigations will be performed as part of the 30% design.
- Topographical, utility, or geotechnical survey will be provided by the Town and will not be conducted as part of the project.
- The proposed roadway, sidewalk, and pathways are anticipated to occur within existing right-of-way owned by the Town of Frisco. No right-of-way or easement acquisition services are required, and no title research or other right-of-way related tasks will be conducted. Existing private improvements within the right of way, or locations where a temporary construction easement may be needed will be identified for coordination in the future but will not be coordinated as part of the 30% design.
- The scope does not include preparation of traffic or rail signal modification or design plans. If a new traffic control device is recommended, the plans will include general layout of associated equipment and signage only.

- The opinion of probable construction cost will be developed by identifying pay items and establishing quantities based on the limited information contained in the 30% design plans. Elements not shown explicitly in the 30% plans will be assigned approximate lump sum prices based on a percentage of the anticipated construction cost. The cost opinion will also include a 25% to 30% contingency to cover items that are undefined or are typically unknown prior to final design.
- The scope does not include detailed grading design or cross-sections.
- The scope does not include environmental site investigations, agency coordination, or local or agency permitting.
- The scope does not include preparation of erosion control, removals/site preparation, stormwater management, utility relocation, or traffic control plans.
- The scope does not include preparing project construction specifications.
- The plans will not be stamped and signed by a Professional Engineer and are not to be issued for construction.
- All submissions will be made electronically. Printed hardcopy plans are not required.

ATTACHMENT B
COMPENSATION

The scope of work, described in Attachment A, is to be completed on a time and materials basis at a cost not to exceed \$129,960.00.



1801 BROADWAY
SUITE 1204
DENVER, CO 80202

720.204.7061
TOOLEDESIGN.COM

Fee Estimate

The table below shows our fee estimate for this project.

Classification	Project											Task Labor Subtotals
	Principal-In-Charge	Project Manager	QA/QC Lead	Engineer	Engineer II	Land. Arch.	Planner II	Designer				
Hourly Rate	\$ 265	\$ 220	\$ 200	\$ 165	\$ 135	\$ 170	\$ 130	\$ 95				
Task 1: Project Management												
Project kickoff meeting	1	4					4					\$ 1,665
Biweekly check-in meetings		12					4					\$ 3,160
Monthly invoices and progress reports	2	6										\$ 1,850
Travel time		8					8					\$ 2,800
Subtotal Hours / Cost	3	30	0	0	0	0	16	0				\$ 9,475
Task 2: Public and Stakeholder Engagement												
Small group or stakeholder meetings		4					4					\$ 1,400
Council / Commission Presentations	2	8	4				12					\$ 4,650
Public open house	1	8	4		12		12	20				\$ 7,905
Webpage content		2			2		8	6				\$ 2,320
Subtotal Hours / Cost	3	22	8	0	14	0	36	26				\$ 16,275
Task 3: Data Review												
Survey review		1			4			4				\$ 1,140
Site visit		6			6			2				\$ 2,320
Subtotal Hours / Cost	0	7	0	0	10	0	0	6				\$ 3,460
Task 4: 30% Design Plans												
Preliminary concept and cross-sections		4						6				\$ 1,450
30% design plans	10	30	38	214	192	60		44				\$ 92,460
30% opinion of probable cost		4	4	16				16				\$ 5,840
Subtotal Hours / Cost	10	38	42	230	192	60	0	66				\$ 99,750
Task 5: Reimbursables												
Travel expenses												\$ 500
Printed materials												\$ 500
Subtotal Hours / Cost												\$ 1,000
Grand Total												\$ 129,960

**ATTACHMENT B
TO
CONTRACT FOR GOODS AND/OR SERVICES**

HOURLY RATE AND REIMBURSABLE EXPENSES SCHEDULES

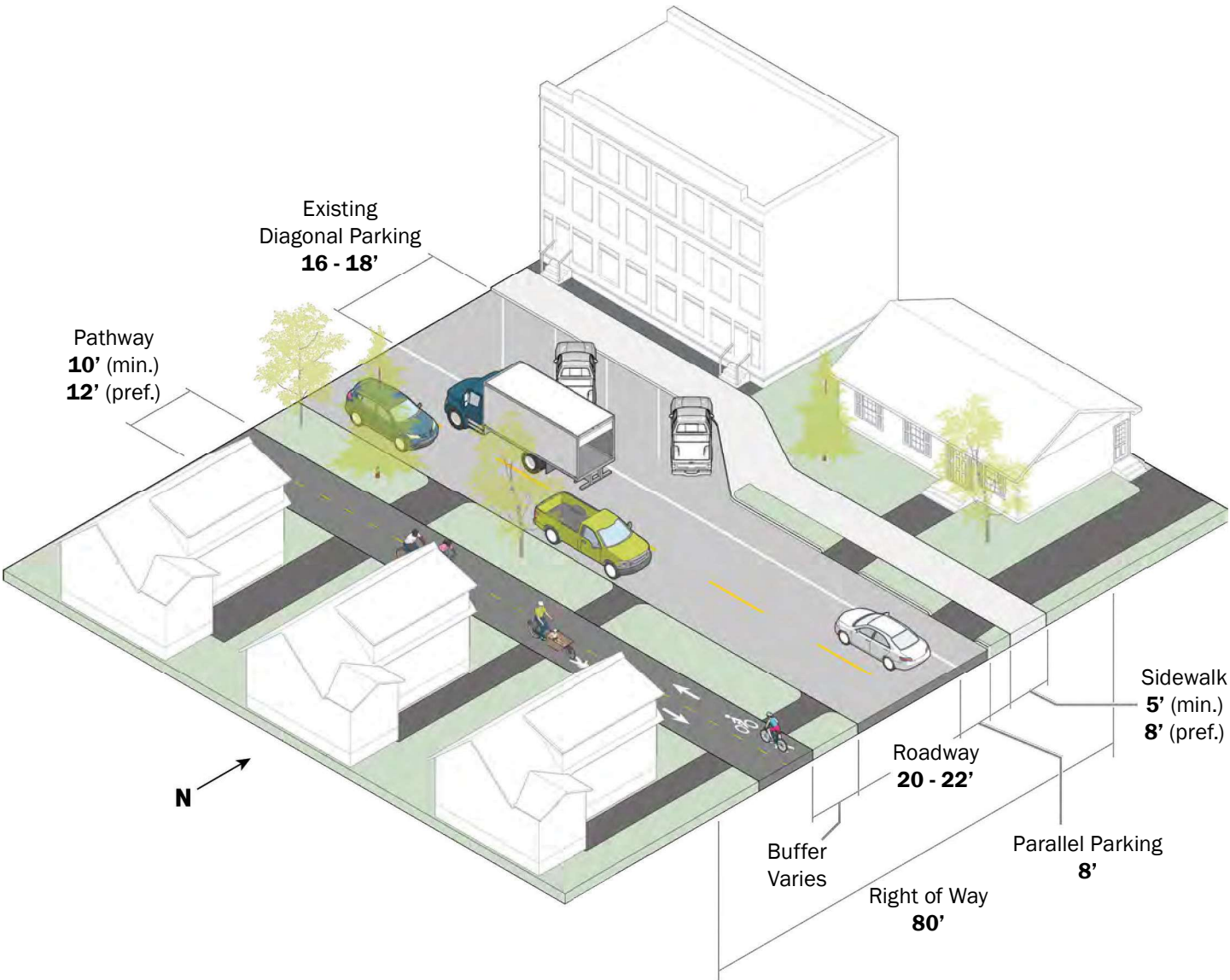
Row Labels	Max. USD
Principal in Charge	\$268
Engineering Lead III	\$280
Engineering Lead II	\$261
Engineering Lead I	\$228
Senior Engineer	\$195
Project Engineer II	\$181
Project Engineer	\$163
Engineer III	\$145
Engineer II	\$131
Engineer	\$113
Landscape Architect Lead	\$231
Senior Landscape Architect	\$165
Landscape Architect	\$146
Designer II	\$120
Designer	\$102
Planning Lead III	\$328
Planning Lead II	\$244
Planning Lead I	\$210
Senior Planner	\$180
Project Planner II	\$173
Project Planner	\$158
Planner III	\$142
Planner II	\$126
Planner	\$110
GIS Analyst	\$145
GIS Specialist	\$128
Graphic Designer	\$125
Technician Manager	\$185
Technician	\$126
Administration	\$111

Notes

- Rates are valid thru 2023 ONLY
- Rates based on anticipated period of performance: March 2023 to December 2023
- Escalation occurs annually, February and July, dependent on staff's hire date
- Additional staff may be added during the term of the contract
- Staff may change classification and rate during the term of the contract

Downtown Collector Street (*Granite Street*)

Downtown Collector Streets provide linkages between local streets and arterials. Because vehicle traffic speed and volume may be higher than on local streets, these streets should prioritize separation between motor vehicles and people bicycling and walking to emphasize their comfort and safety. Within the Plan area, this type applies to Granite Street.



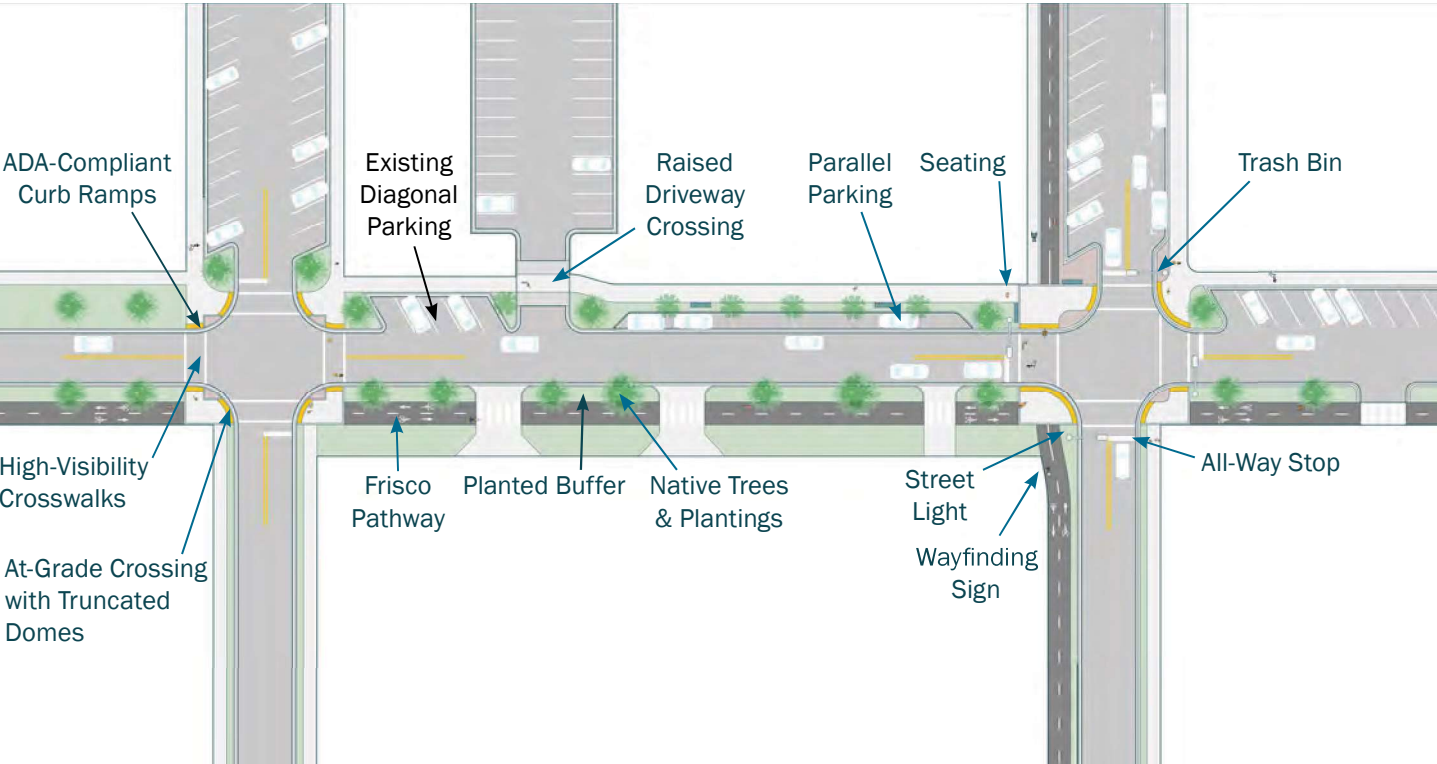
Key Design Elements:

- **Sidewalk** on the side closer to Main Street (minimum 5-feet wide, preferred 8 feet).
- **Shared-Use Path** opposite Main Street (minimum 10-feet wide, preferred 12 feet). The path may be used by both bicyclists and pedestrians. However, if the volume of bicyclists and pedestrians are anticipated to be high, designers should consider separating bicycle and pedestrian use on the facility. Designers may use FHWA's *Shared-Use Path Level-of-Service Calculator* to determine when to separate the uses.
- Flexible **Amenity Zone** buffer between Roadway and Pedestrian / Bicycle Paths, which may be used for landscaping, curb access, furniture, etc.
- On-Street Parking may be optionally provided (refer to Appendix A, Table 2). While parking in the right-of-way currently occurs either informally or in a variety of configurations, parking should be normalized in the medium- to long-term.
- **Vehicle Travel Lanes** (maximum 11-feet wide, minimum 10 feet).

Design Parameters and Operational Characteristics

Design Speed	20 mph
Daily Traffic Volume	1,000-3,000 vehicles
Driveway Frequency	Low
On-Street Parking	Short-term (less than 2 hrs) and Long-term (2+ hours)
Freight Loading And Unloading	Via alley

Downtown Collector Street – Typical Block









00DEN.00265 Granite Street - 30%_PE

Final Audit Report

2023-02-22

Created:	2023-02-22
By:	Noren Hartman (nhartman@tooledesign.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdb2HDW2x1jpzQnM1wJnyWgxN6hu9LRMT

"00DEN.00265 Granite Street - 30%_PE" History

-  Document created by Noren Hartman (nhartman@tooledesign.com)
2023-02-22 - 9:18:42 PM GMT
-  Document emailed to jfields@tooledesign.com for signature
2023-02-22 - 9:20:14 PM GMT
-  Email viewed by jfields@tooledesign.com
2023-02-22 - 9:21:02 PM GMT
-  Signer jfields@tooledesign.com entered name at signing as Jessica Fields
2023-02-22 - 9:22:51 PM GMT
-  Document e-signed by Jessica Fields (jfields@tooledesign.com)
Signature Date: 2023-02-22 - 9:22:53 PM GMT - Time Source: server
-  Agreement completed.
2023-02-22 - 9:22:53 PM GMT