

CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this ____ day of _____ 20__, 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 March 31, 2022. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO. FRISCO reserves the right to extend this CONTRACT FOR GOODS AND/OR SERVICES to include future project phases associated with this project.

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, Planner, 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. All insurance policies must be written by a reputable insurance company with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado.

(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: Bonnie Moinet

(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 (presently \$387,000 per person and \$1,093,000 per occurrence) 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, to the extent 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 may be terminated by either party upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by the other party to perform in accordance with the terms in this Agreement. Failure to proceed in a timely manner, and/or deviation from the aforesaid Agreement without prior written approval of FRISCO, shall constitute authority for issuance of a termination notice, except wherein circumstances beyond the control of CONTRACTOR shall warrant alteration, adjustment or deviation from this Agreement. In the event of 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:

CONTRACTOR:

Town of Frisco
P.O. Box 4100
Frisco, CO 80443

Tool Design Group
Attn: Emmy Klint
8484 Georgia Ave Suite 800
Silver Spring MD 20910

Electronic mail: susanl@townoffrisco.com 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 its services under this agreement on a time and materials basis, but in no event to exceed the sum of \$127,676.00. A schedule of hourly rates and reimbursable expenses for the CONTRACTOR's work under this Agreement is set forth 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 ILLEGAL
ALIENS

Section 5.1 The CONTRACTOR hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien 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 an illegal alien 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 an illegal alien 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 an illegal alien, 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 an illegal alien; 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 illegal alien; 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 an illegal alien.

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.

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

FRISCO

By: _____

Name: _____

Title: _____

Attest:

Deborah Wohlmuth, Town Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

**ATTACHMENT A
TO
CONTRACT FOR GOODS AND/OR SERVICES
SCOPE OF SERVICES**

Scope of Work

Task 1: Project Management

A successful project begins with a shared understanding of project goals and desired outcomes. Toole Design will convene and facilitate a in-person kickoff meeting with the Town of Frisco (Town) to review and confirm project vision, goals, objectives, schedule, and budget. During this meeting, we will also clarify the Town's project management expectations for the project. Additionally, we anticipate discussing available background documents and data that will be important to complete the existing and future conditions phase (Task 2). Following the kickoff meeting, Toole Design will revise and finalize the project Work Plan (including a detailed schedule) and will create a Public Involvement Plan.

Sagar will schedule biweekly check-in calls with the Town's Project Manager to review the project progress, to address task needs, and communicate specific plans for addressing them.

TASK 1 DELIVERABLES:

- Project kickoff meeting and materials
- Work Plan and Public Involvement Plan
- Bi-weekly check-ins (12)
- Project team meetings and materials (3)
- Monthly progress reports (6)

Task 2: Existing and Future Conditions

Toole Design will evaluate existing conditions in and around the project area to serve as a baseline against which design alternatives can be compared. We will use all relevant existing conditions data from previous plans and studies to expedite the existing conditions task, where feasible.

TASK 2.1: BACKGROUND RESEARCH AND PLAN REVIEW

Toole Design will review the following relevant plans and studies: 2019 Frisco Community Plan (especially the mobility goals and conceptual cross-sections for Granite Street and Galena Street), Town of Frisco On-Street Parking Study (2019 Update), Topographical Survey for Granite Street (2019), Town of Frisco Parking Inventory and Opportunities (2017), Frisco State Highway 9 Traffic Study (CDOT, 2017), Gap Project 90% Construction Documents (CDOT), and the Frisco Trails Master Plan (2017).

As we draft the Town of Frisco Downtown Complete Streets Plan, we will articulate how the Plan recommendations relate to and build upon prior planning efforts and reference the documents accordingly.

TASK 2.2: DATA COLLECTION

We will analyze all available Town data, including vehicular, pedestrian, and bicyclist volumes and previous traffic analyses of the project area. We will work with the Town to identify where critical data are missing, if applicable. All Traffic Data will perform the following at key intersections, based on conversations with the Town:

- Peak hour turning movement counts, including vehicles, pedestrians, and bicycles (up to five)
- Daily volume counts with speeds (up to three)

We will work with the Town to determine the appropriate time to collect the data. The data will take into consideration on-going roadway closures and construction.

We assume that the Town of Frisco will provide available GIS data on locations of key destinations like schools, parks, hospitals, etc., as well as street attributes like centerlines, right-of-way, number of lanes, speeds, etc. Toole Design will not update the GIS data or create new shapefiles.

TASK 2.3: OPERATIONAL ANALYSIS

Our team will observe the downtown core area and connecting streets extending at least one block north of Galena Street and one block south of Granite Street and conduct an analysis of the circulation patterns for vehicles, bicyclists and pedestrians. We will use previous studies and assess existing conditions to conduct a thorough baseline analysis of existing curbside activity (through site visit observations and inputs from the community and Town staff) , including parking inventory and occupancy conditions (through the 2019 Parking Inventory Update study), emergency services and access, deliveries, events, and transit stop activity.

Vehicle operational analysis for up to five intersections will be conducted via Synchro to determine existing level-of-service. Bicycle network analysis (BNA) of the study area will be conducted to determine the connectivity between destinations via low-stress bike network. Pedestrian network analysis will be based on block lengths with missing sidewalks and perceived user desired paths.

The analysis will include data visualization (in ArcGIS) of existing conditions. In addition, we will analyze the Chapter 155: Streets and Public Ways section of the Town Code to identify sections that will need to be updated to effectively implement the Complete Streets Plan.

TASK 2.4: ISSUES IDENTIFICATION

Toole Design will prepare memorandum summarizing the results of the background research, plan review, operational analysis, and code review. The memo will set the stage for the Complete Streets Plan by identifying issues that need to be addressed through further discussion with the community.

TASK 2 DELIVERABLES:

- Existing Conditions Memo

Task 3: Design Charrette

TASK 3.1: PUBLIC ENGAGEMENT

Toole Design will plan and conduct a hands-on 3-day design charrette to learn about stakeholder priorities, create design alternatives, and evaluate them with the public. The charrette will engage the Town-identified stakeholder group, property owners, local businesses, residents, and local agency staff. It will take place over approximately three days at a convenient location near the project area.

The charrette will be highly interactive and will allow the Toole Design Team to work, in real time, with Town staff and stakeholders to develop initial recommendations for the urban form and multimodal transportation framework of the project area. At the conclusion of the charrette, we will create a sketch plan that documents concepts and recommendations.

Project Website: We will prepare interactive materials to be uploaded to the Town's website. The materials will be accessible to the residents, employees, and visitors to provide their input on the preliminary concept plans and other project documents.

TASK 3.2: FUTURE NEEDS AND GOALS

We will use what we learn in Task 2 to understand future needs and goals of downtown Frisco's street network. During the charrette, we will develop a modal network based on connectivity needs and opportunities, current and proposed uses and access, and implementation feasibility. The design elements, which, based on the 2019 Frisco Community Plan, will place a higher priority on bicycle and pedestrian options, will be developed to align with multimodal design best practices and to best fit the unique needs of the Frisco community.

All design alternatives will be analyzed for strengths and weaknesses and compared to determine the best options given the various factors which will influence project development including, but not limited to, safety and comfort, travel capacity and parking/curbside operations, network connectivity, urban design aesthetics, public input, cost, constructability, and alignment with the 2019 Frisco Community Plan. A matrix will be prepared for a quick reference and visual comparison of alternatives.

During the charrette, our team will also review emerging technologies for both Main Street and nearby streets as they relate to curbside management and parking demand. Consideration of innovative strategies, both old and new, will assist in identifying ideas that may be adapted to respect the history while transforming Frisco's Main Street into a more vibrant and multimodal public space. This review will also include a look at freight delivery alternatives, curbside occupancy sensors, and other curbside management techniques.

Based on the surrounding land uses, available right-of-way, modal priority, and community input, we will develop up to four street types for the streets in the project area. These street types are anticipated to identify modal priorities, frontage use and curbside management guidelines that will form the foundation for developing the streetscape plans.

TASK 3.3: INITIAL CONCEPTUAL DESIGN

The design charrette will culminate in a preferred alternative cross-section design concept for the project area, which will be further vetted through public and stakeholder engagement. After the charrette, the project team will develop compelling cross-sections for the four street types and a conceptual plan for each of the street types in the project area. The conceptual plan will highlight changes to intersection configurations and operations. These materials will be polished yet simple enough for the general public to understand and be able to provide meaningful feedback.

Parking and Curbside Management and Planning Recommendations

The preferred alternative will outline recommended curbside and parking management and operational practices, initiatives, and treatments. Recommendations included in the plan will be scored by level of implementation difficulty (a metric considering time, costs, trade-offs, and other considerations).

Access Control Recommendations and Policies

How private development interfaces with the vision of the Town is integral to a successful plan. Private development should support the Town's vision by not just fulfilling resident needs, but also by adhering to the consistent look and feel that Frisco will aim to achieve. Based on a review of Town Code, the expected future zoning and build out expectations and previous plans and studies, the project team will

develop recommendation around driveway standards and access, location requirements, and any information needed around adequate public facilities requirements. These recommendations and policies will help further advance the Town's vision into the future with clear direction and sustainable growth.

TASK 3 DELIVERABLES:

- Design charrette
- Project website materials
- Cross-section and key design parameters for up to four street types
- Draft conceptual plans for up to four streets

Task 4: Design Refinement

TASK 4.1: STAKEHOLDER AND PUBLIC MEETINGS

After the design charrette is complete and a preferred alternative has been developed, it will be time to take what we learned back to the stakeholders and the general public. The purpose of these meetings is to identify minor refinements to the preferred alternative. These refinements are not anticipated to result in new cross-sections or street types compared to those developed during the charrette.

We will prepare for and attend up to one meeting with key project and downtown stakeholders as we refine the preferred Complete Streets design option.

We will prepare for and attend up to two public meetings to present the preferred alternative to the Planning Commission and Town Council.

TASK 4.2: DESIGN FINALIZATION & ASSESSMENT

After the public engagement in Task 3, and Task 4.1, we will finalize the cross-section and plan view graphics by block, as well as highlight changes to intersection configurations and operations. These clear and engaging materials will help to communicate the final layouts to the general public.

Once the preferred options are selected by the Town, high-level analysis will be performed to determine the feasibility of alternatives, as well as impacts, if any to other areas. The analysis will ensure that the selected options best match community needs and expectations, as well as project goals and objectives. In addition to alignment with the Town's goals, the project team will identify any issues around implementation and execution, as well as potential impacts (e.g. right of way, drainage, utilities). We will provide an evaluation matrix that clearly illustrates the issues and impacts of the selected options.

Planning-level cost estimates for the conceptual designs will be developed to assist the Town in future planning efforts.

TASK 4 DELIVERABLES:

- Stakeholder and public meetings (3)
- Final conceptual designs for up to four streets
- Feasibility evaluation matrix
- Planning-level cost estimates

Task 5: Complete Streets Plan

The final plan will be an aesthetically pleasing and graphic-heavy document that clearly communicates the recommended vision for a safe, comfortable, connected, and inclusive downtown Frisco area that supports a multimodal focus on urban, mixed-use land development, and public infrastructure improvements. The plan will integrate the findings and deliverables of the subsequent tasks, telling a compelling story and outlining steps for implementing the desired vision. The document can be formatted to be print-ready, or it can be formatted to be primarily accessed and displayed digitally.

TASK 5.1: DRAFT PLAN

The Toole Design Team will combine previous deliverables and analyses into a concise Draft Plan document, to include an executive summary as a preface. Town staff will review the Draft Plan document, coordinate review by appropriate departments and other stakeholders, and provide one consolidated set of comments to Toole Design.

URBAN DESIGN PALETTE

Based on the information from previous studies and plans, charrette and public engagement activities, and discussions with the Town and stakeholders, the project team will provide a materials palette to help define the look and feel of the project area and to help ensure the overall character of Frisco and the core area is implemented in a consistent fashion. This will be provided as a visually engaging document that is easy to read, understand and implement.

PRIORITIZATION

The Toole Design Team will provide an outline of next steps for moving towards implementation of the plan. A phased approach will likely be recommended that leverages existing and planned funded capital projects, future development, and addresses existing low-cost deficiencies and improvements first. Based on that information, we will provide what we believe are the “Top Five” items for implementation.

The Complete Streets Plan will include:

- Cross-section and key design parameters for up to four street types
- Streetscape plan for up to four streets
- Network connectivity recommendations
- Access control policy recommendations
- Parking management recommendations and policies
- Public outreach summary
- Urban design palette
- Prioritization list

TASK 5.2: FINAL PLAN

We will incorporate comments provided from the Town staff and produce a final project plan that is ready for implementation. After all revisions have been made, the Final Plan will be provided to the Town for presentation to the Town Council for final approval and adoption.

TASK 5 DELIVERABLES:

- Draft and Final Downtown Frisco Complete Streets Plan

**ATTACHMENT B
TO
CONTRACT FOR GOODS AND/OR SERVICES
HOURLY RATE AND REIMBURSABLE EXPENSES SCHEDULES**

SCHEDULE OF RATES EXPENSES

Toole Design Staff	Hourly Rate
Principal-in-Charge	\$197
Senior Engineer	\$180
Advisor	\$200
Project Engineer	\$153
Engineer II	\$119
Engineer I	\$94
Project Planner	\$143
Planner II	\$117
Planner I	\$93
Designer	\$104
Landscape Designer II	\$103
Landscape Designer I	\$92

NOTES:

- Rates based on anticipated period of performance: July 2021 to December 2021
- 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

In-House Printing	Finish	Single	Duplex
8.5 x 11"	BW	\$0.35	\$0.53
8.5 x 11"	Color	\$1.00	\$1.50
11 x 17"	BW	\$0.65	\$0.98
11 x 17"	Color	\$2.00	\$3.00
18 x 24"	BW	\$1.50	-
18 x 24"	Color	\$15.00	-
24 x 36"	BW	\$3.00	-
24 x 36"	Color	\$30.00	-
36 x 48"	BW	\$5.00	-
36 x 48"	Color	\$65.00	-
Odd Sizes Per Square Foot	BW	\$0.55	-
Odd Sizes Per Square Foot	Color	\$5.12	-

SE Group Staff	Hourly Rate
Gabby Voeller, Senior Planner	\$130
Ellie Wachtel, Associate Planner	\$100
Principals/Directors	\$150 - \$220
Senior Associates	\$125 - \$180
Associates	\$100 - \$140
Professional Staff	\$75 - \$120
Administrative	\$70 - \$110