

SUBJECT: SOUTH STREET UNDERPASS DESIGN

**I. RESOLUTION NO. 70, SERIES 2025 – A
RESOLUTION APPROVING AN AGREEMENT WITH
KIMLEY-HORN & ASSOCIATES FOR THE SOUTH
STREET UNDERPASS PROJECT – OPTION A
DESIGN**

OR

**II. RESOLUTION NO. 71, SERIES 2025 – A
RESOLUTION APPROVING AN AGREEMENT WITH
KIMLEY-HORN & ASSOCIATES FOR THE SOUTH
STREET UNDERPASS PROJECT – OPTION B
DESIGN**

DATE: SEPTEMBER 16, 2025

PREPARED BY: CAMERON FOWLKES, CITY ENGINEER

PRESENTED BY: KURT KOWAR, DIRECTOR OF PUBLIC WORKS AND UTILITIES

SUMMARY:

Staff is requesting that City Council award the contract for professional design services for the South Street Underpass Project to Kimley-Horn (KH) for one of these options:

- Option A design- For their proposal cost of \$1,587,382.48 to keep the underpass in its current location and close South Street. Additionally, staff requests authorization for contract addendums up to \$150,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.
- Option B design- For their proposal cost of \$1,838,492.48 to explore alternatives to keeping South Street open. Additionally, staff requests authorization for contract addendums up to \$180,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

BACKGROUND / PRIOR DISCUSSIONS:

In [September 2023](#), the City Council approved a contract with Kimley-Horn for the 60% Design and Right-Of-Way (ROW) for the State Highway 42 (CO42) Improvements project. This project builds upon the recommendations of the adopted Future 42 corridor study.

The South Street Underpass Project, originally included in the scope of the CO42 60% Design and ROW project, was separately granted a partial DRCOG TIP award of \$3,000,000 in 2023 for construction of the underpass. The CO42 60% Design and Right of Way project, including the underpass, has progressed currently to a 30% design review and is in progress.

To bring the South Street Underpass project to construction, the 100% design of the underpass will be separated from the CO42 Improvements project and executed as a standalone project. The current estimated total cost for design and construction of the South Street Underpass, as currently designed with the closure of South Street, is approximately \$10,260,402.48. At 30% design completion, the South Street Underpass design and construction cost was estimated at \$13,885,242 (see attachment 6 for expanded scope documents). Staff worked with Kimley-Horn to reduce the scope of the project to fit within the budgeted amount of \$10,283,254.00. In order to meet the current budget, several aesthetic portions of the project had to be removed (see Option A Design).

ANALYSIS:

The original scope of work for the project includes building an underpass under Highway 42 at South Street and terminating South Street at the driveway entrance to DELO Plaza, the retail complex located on the west side of Highway 42 between Short Street and South Street (Option A). However, after feedback received from residents and business owners, staff is presenting a second option for consideration (Option B), which would maintain South Street access to Highway 42 and relocate the underpass to a different location nearby. Details related to both options are as follows:

Option A Design:

The Option A design keeps the underpass in the original location and closes the South Street vehicle connection to Highway 42. The updated design, which addresses feedback received from residents and business owners, includes the following modifications from the original expanded scope design:

- South Street Ramp
 - The underpass ramp length was shortened to maintain the existing commercial property driveway fronting South Street with minor modifications.
 - The ramp width was reduced to match the underpass box width.
 - The existing angled on-street parking on the north side of South Street and a portion of the existing angled on-street parking on the south side of South Street is maintained.
 - The portion of South Street between Lee Avenue and the commercial driveway is maintained as two-way traffic.
- Miner's Field
 - Improvements within the baseball area are limited.

- Commercial Property
 - Limits of construction and retaining wall locations have been revised to minimize impacts.
 - The current wall layout keeps proposed exposed back of wall within the ROW. Easements for wall construction would still be required.
- Underpass
 - The box width was reduced from 20' to 14' and the height was reduced from 9' to 8.5'.
- CO42 Profile/Walls/Ramps
 - The CO42 road profile was optimized considering the revised box dimensions, South Street Underpass ramp grading, north/south ramp grading, and wall lengths.
- Finish
 - The level of finish (fixtures, urban design, landscape, lighting, etc.) of the project has been decreased based on the available budget. Alternates will be added to the construction bid documents to increase the level of finishes if budget allows.
- Connections
 - The paved connections to Empire Road/Pine Street on the east and west side of CO42 were removed from the project and can be completed with future phases of the corridor project. These will also be considered as add-alternates with the bid.

If the Option A design is selected, it is anticipated to be completed in Q2-Q3 of 2026 with bid advertisements for construction occurring in Q3-Q4 of 2026. This schedule could be impacted by the right-of-way acquisition process and design coordination with CDOT and adjacent land owners. Staff will provide updates to City Council as milestones are reached. Construction of the project is anticipated to take 9-12 months after the project is awarded to a contractor.

With the current grant funding, the City is required to advertise for bids for construction before October 1, 2026. If bids are advertised beyond this deadline, the project will enter "1st year delay" status. Below is a summary of 1st and 2nd year delay with regards to TIP funding:

- First Year Delay: If a delay occurs, DRCOG, along with CDOT or RTD, will discuss the project and the reasons for its delay with the sponsor. Delay details are presented to the DRCOG committees for recommendation and action.
- Second Year Delay: On the following July 1 (9 months after the first year delay), if the project is still delayed:
 - If the project sponsor is the cause of the delay, the project's un-reimbursed DRCOG-selected funding for the delayed phase will be returned to DRCOG for reprogramming.

- If another agency or an outside factor beyond the control of the project sponsor is the cause of the delay, the future course of action and penalty will be at the discretion of the DRCOG Board of Directors.

Option A should be on Track to be within schedule or 1st year delay status.

The Option A Design went through an extensive public process (online and in-person) for the Future 42 corridor study as the alternatives were developed. This location was selected based on the analysis shown in Attachment 3.

Option B Design:

Based on feedback from some businesses, property owners and residents, staff is providing Option B that will keep the South Street vehicle connection to Highway 42. Most of the concerns involve vehicular access for businesses and residents (ingress and egress). KH has prepared an alternative design fee for this option. This would move the underpass north in order to keep South Street open to vehicles at Highway 42. This scope includes an alternative analysis for up to 3 options (15% design). The team will meet with the stakeholders (businesses, property owners and residents) again to determine a design to keep South Street connected to Highway 42.

Things to consider if Option B is selected:

- The schedule will extend by 6-12 months from the Option A design while the project is redesigned. Costs of the underpass construction will increase based on this schedule delay (inflation).
- Moving the underpass north will require private property acquisition just north of South Street as shown in attachment 5. This property is not currently in the plan for acquisition. Based on the funding challenges presented in Option A, this property could not be acquired with current funding so options for acquisition of the property will have to be explored.
- The Option B location was discussed with the property owner during the alternative analysis design of the Future 42 corridor study (Attachment 3). This location was not selected based on feedback from the property owner.
- Option B may result in a loss on parking on the existing commercial property.
- This design cost is \$250,000 more than Option A. These funds could be used for construction of Option A and enhance the project.
- The construction cost and design of this option is unknown. The project may need increased funding or a reduction in the scope of work to be constructed. More details will be determined in the early phases of the design.
- Staff estimates that the budget may need to be increased by up to \$1,500,000-\$2,800,000 to cover additional items for Option B. These items will not be known until the design is moved forward and more information is determined. Items include:

- Inflation costs due to delayed construction timeframes
- Additional property acquisition
- Additional construction items not yet identified until design is progressed further (walls, culvert length, etc).
- The schedule may push the project into 2nd year delay status. If the delays are determined to be caused by the City, the funds could be returned to DRCOG for reprogramming as stated above.

The design and any necessary right-of-way acquisitions or easements will be fully funded by local City funds. Construction IGAs with CDOT (and any additional funding awarded) will be pursued once all funding is secure and the project reaches a near-final design phase of the project. CDOT and other funding reimbursement requests will follow completion of those agreements.

Staff is recommending awarding this design contract to KH as a sole source agreement (Option A or Option B). Kimley-Horn has been deeply involved in the corridor's development over the past several years and has established strong working relationships with CDOT, Louisville staff, and adjacent property owners and stakeholders. Kimley-Horn has been the lead engineering team for the CO42 Future 42 Study and the current 60% Design and Right of Way Project. They were selected through a public bid process and determined to be the most qualified for both previous projects. Their familiarity with the corridor and ongoing work developing the 30% design of the underpass will ensure seamless and efficient design services. This institutional knowledge makes them the most suitable choice for this next phase of the project. CDOT has given the City their approval to follow City purchasing policies to sole source this contract to Kimley Horn.

Additionally, staff has reviewed the hours and fees within the Kimley-Horn proposals (Option A and B) and finds them reasonable for the project scope.

Please refer to the attached concept exhibits - Attachment 4 for Option A and Attachment 5 for Option B. Further analysis and alternative development will be developed if it is selected.

Staff is requesting that City Council award the contract for professional design services for the South Street Underpass Project to Kimley-Horn (KH) for one of these options:

- Option A design- For their proposal cost of \$1,587,382.48 to keep the underpass in its current location and close South Street. Additionally, staff requests authorization for contract addendums up to \$150,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

Option B design- For their proposal cost of \$1,838,492.48 to explore alternatives to keeping South Street open. Additionally, staff requests authorization for contract addendums up to \$180,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

2025 COUNCIL WORK PLAN:

This project supports the 2025 Council Work Plan through the promotion of transportation and safety initiatives.

FISCAL IMPACT:

Budgeted?: **Yes**

The project is currently projected to meet the 2025/2026 budget based on the most recent engineer's cost estimates. To award this contract, some funding must be shifted from 2026 (budget amendment) but the overall cost of the project is within budget for Option A. A detailed breakdown is provided below:

Funding

Description	Account	Budget Amount
SOUTH STREET UNDERPASS (2025)	301312-660309	\$1,163,876
SOUTH STREET UNDERPASS (2026)	301312-660309	\$9,119,378
TOTAL:		\$10,283,254*

*Funding includes the following grants/offsetting funds:

DRCOG TIP Funds	\$3,000,000
LRC Bond Funds	\$1,000,000
CDOT IGA Funds	\$1,900,000

OPTION A**2025 Projected Expenses (South Street Underpass) 301312-660309**

Description	Amount
South Street Underpass Design - 2025 (This request)	(\$1,587,382.48)
Contingency - 2025 (This request)	(\$150,000.00)
Right-of-Way Acquisition - 2025 (Estimated)	(\$110,000.00)
Total Expenses:	(\$1,847,382.48)
Remaining Funds (2025 shortfall):	(\$683,506.48)*

2026 Projected Expenses (South Street Underpass) 301312-660309

Description	Amount
Construction – 2026 (Estimated)	(\$6,673,020.00)

Construction Contingency – 2026 (Estimated)	(\$1,740,000.00)
Total Expenses:	(\$8,413,020.00)
Remaining Funds (2026 surplus):	\$706,358.00*
2025 and 2026 Total Estimated project remaining funds:	\$22,851.52

Total Contract Summary

Description	Account	Amount
South Street Underpass Design	301312-660309	\$1,587,382.48
Contingency	301312-660309	\$150,000.00
	Total Contract:	\$1,737,382.48

*The project will require additional funds that are not currently within the 2025 budget. This requires a budget amendment to the 2025 budget for account 301312-660309 in the amount of \$683,506.48. As demonstrated here, the total project budget for 2025 and 2026 is currently estimated to be under budget. Staff has worked with the Finance Department on the requested budget amendment and is included in the tracking information for budget amendments.

OPTION B**2025 Projected Expenses (South Street Underpass) 301312-660309**

Description	Amount
South Street Underpass Design - 2025 (This request)	(\$1,838,492.48)
Contingency - 2025 (This request)	(\$180,000.00)
Right-of-Way Acquisition - 2025 (Estimated)	(\$110,000.00)
Total Expenses:	(\$2,128,492.48)
Remaining Funds (2025 shortfall):	(\$964,616.48)*

2026 Projected Expenses (South Street Underpass) 301312-660309

Description	Amount
Construction – 2026 (Estimated)	(\$6,673,020.00)
Construction Contingency – 2026 (Estimated)	(\$1,740,000.00)
Estimated increased costs (Inflation, Property Acquisition, Construction costs)	(\$2,500,000.00)
Total Expenses:	(\$10,913,020.00)
Estimated Remaining Funds (2026 shortfall):	(\$1,793,642.00)*
2025 and 2026 Total Estimated project shortfall:	(\$2,758,258.48)*

Total Contract Summary

Description	Account	Amount
South Street Underpass Design	301312-660309	\$1,838,492.48
Contingency	301312-660309	\$180,000.00
	Total Contract:	\$2,018,492.48

*The project will require additional funds that are not currently within the 2025 budget. This requires a budget amendment to the 2025 budget for 301312-660309 in the amount of \$964,616.48. Staff will work with KH to try and reduce costs and minimize or eliminate any funding shortfalls during the design process. Staff has worked with the Finance Department on the requested budget amendment and will update the information if Option B is selected

ALTERNATIVE(S):

Alternative #1 - Expanded project scope - The design team created an initial design that included the underpass and pedestrian area expanding all the way to Lee street and closing off the vehicle entrance to the commercial center adjacent to the project. This alternative also included many aesthetic additions (Landscaping, paving treatments, wall treatments, wider underpass) that have been removed to get the project under budget. This also required another connection to the public parking lot to the west of the commercial center. The estimated project cost was almost \$14,000,000, which would require a budget amendment of \$4,000,000. See attachment 6 for the expanded scope exhibits.

Alternative #2 – Cancel the project – If the current design of the project is not desirable based on the removal of many aesthetic portions and the reduced scope, City Council could cancel the project. This would require giving back over \$5,000,000 in grant funding and \$1,000,000 in Louisville Revitalization Commission funding. Returning the grant funds could affect future funding requests from DRCOG and CDOT. This alternative is not recommended by staff based on the possible future implications on grant applications.

RECOMMENDATION:

Staff is requesting that City Council award the contract for professional design services for the South Street Underpass Project to Kimley-Horn (KH) for one of these options:

- Option A design- For their proposal cost of \$1,587,382.48 to keep the underpass in its current location and close South Street. Additionally, staff requests authorization for contract addendums up to \$150,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.
- Option B design- For their proposal cost of \$1,838,492.48 to explore alternatives to keeping South Street open. Additionally, staff requests authorization for contract addendums up to \$180,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Resolution No. 70, Series 2025 – Option A
2. Resolution No. 71, Series 2025 – Option B

3. Option A - KH Contract, Scope, Fee
4. Option B - KH Contract, Scope, Fee
5. Underpass location analysis
6. Option A - Underpass concepts
7. Option B – Underpass concepts
8. Option A - Expanded scope exhibits
9. Submitted concerns from a resident

**RESOLUTION NO. 70
SERIES 2025**

**A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN &
ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION A
DESIGN**

WHEREAS, an Agreement has been proposed between the City and Kimley-Horn & Associates for professional design services for the South Street Underpass Project (the “Project”); and

WHEREAS, City staff has submitted to Council two options for the Project design – Option A, which would keep the underpass in its original location and close the South Street vehicle connection to Highway 42, and Option B, which would consider alternatives to keep South Street open to vehicles at Highway 42; and

WHEREAS, by this resolution the City Council desires to select Option A for the Project design, to approve the Agreement, and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Agreement by and between the City of Louisville and Kimley-Horn & Associates, Inc. for consulting services for the Project – Option A Design (the “Agreement”) in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional \$150,000 in contingency for the Project.

Section 3. The Mayor, City Manager, Public Works Director, and City Clerk are hereby authorized to execute the Agreement, change orders, contract addendums, and other contract documents on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this ____ day of _____, 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**RESOLUTION NO. 71
SERIES 2025**

**A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN &
ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION B
DESIGN**

WHEREAS, an Agreement has been proposed between the City and Kimley-Horn & Associates for professional design services for the South Street Underpass Project (the “Project”); and

WHEREAS, City staff has submitted to Council two options for the Project design – Option A, which would keep the underpass in its original location and close the South Street vehicle connection to Highway 42, and Option B, which would consider alternatives to keep South Street open to vehicles at Highway 42; and

WHEREAS, by this resolution the City Council desires to select Option B for the Project design, to approve the Agreement, and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Agreement by and between the City of Louisville and Kimley-Horn & Associates, Inc. for consulting services for the Project – Option B Design (the “Agreement”) in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional \$180,000 in contingency for the Project.

Section 3. The Mayor, City Manager, Public Works Director, and City Clerk are hereby authorized to execute the Agreement, change orders, contract addendums, and other contract documents on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this ____ day of _____, 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Kimley-Horn and Associates, Inc.** a North Carolina corporation hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing Professional Engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates the City Engineer as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by such person and such person's designees.
- 5.2 The Consultant designates Matt Ciarkowski, P.E. as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant

to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 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 include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion 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 the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City 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 the City, its officers, or its employees.

8.0 INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant.
- 8.2 The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.
- 8.3 Notwithstanding the foregoing, if the Consultant is providing architectural, engineering, surveying or other design

services under this Agreement, the extent of the Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City, provided City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Agreement. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City, except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

Kimley-Horn and Associates, Inc.
1125 17th Street, Suite 1400
Denver, CO 80202
Telephone: (303) 228-2300

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, national origin, sexual orientation, gender identify or expression, marital status or any other protected basis. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

(The remainder of this page intentionally left blank)

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____

Attest: _____
Genny Kline, Deputy City Clerk

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
A North Carolina Corporation


By: Anthony Pratt, PLA , ENV SP _____

Title: Associate _____

»» MP 68

Exhibit A – Scope of Services

July 24, 2025

Mr. Cameron Fowlkes, PE, CFM
City of Louisville
749 Main Street
Louisville, CO 80027

RE: *South Street Underpass Final Design Scope of Work*

Dear Mr. Fowlkes,

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this scope and fee proposal to the City of Louisville (the "City") for providing civil engineering services to prepare final design plans for the pedestrian underpass at the intersection of South Street & CO42 ("South Street Underpass" or "Project").

Project Understanding

Kimley-Horn understands that the City desires final design, engineering, construction plan preparation, permanent easement acquisition, and utility coordination services for the South Street Underpass Project. The intent of the project is to prepare design and construction documents for the pedestrian underpass along the alignment of South Street from Lee Avenue to CO42 and along CO42 from Short St to approximately the southern limits of Miner's Field (the "Project Limits") consistent with the conceptual design dated 6/10/2025 as shown in *Appendix A*.

Proposed improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and associated improvements.

Scope of Services

Task 1 General Services and Project Management

Task 1.A Project Management

Project Management and Oversight

Kimley-Horn and the Project Team will provide project management and oversight for the project. This task is intended to capture the effort for the project management and administration necessary for this project, consisting of subconsultant management, invoicing, progress reports, schedule maintenance, document of control, etc.

Task 1.B Project Coordination/Meetings

Kimley-Horn will coordinate with the City and Consultant Team to establish and engage the Project Management Team (PMT) for the project and develop a list of agencies and Stakeholders. Kimley-Horn will coordinate, prepare for and attend meetings with the PMT, Stakeholders, and the public as outlined in the following tasks.

Task 1.B.1 Initial Meetings

Kickoff Meeting

Kimley-Horn will prepare for, coordinate, and attend up to one (1) two-hour virtual Kickoff Meeting. This meeting is anticipated to consist of up to five (5) Kimley-Horn team members, subconsultants (the “Project Team”), City staff (including Public Works, Planning, and Parks), CDOT staff including the City’s local agency coordinator at CDOT, Boulder County, City of Lafayette, and others as required.

Task 1.B.2 Progress Meetings

Project Team Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual meetings with the Project Team (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, and to prepare for upcoming PMT, Stakeholder, and other meetings.

Project Management Team (PMT) Meetings

Kimley-Horn will prepare for, coordinate, and attend monthly virtual meetings with the PMT (up to ten (10) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, discuss the schedule and make key decisions. These meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:

- Activities required to be completed since the last meeting;
- Problems encountered and effectiveness of previous meeting;
- Activities required to be completed by the next meeting;
- Solutions proposed for unresolved and anticipated issues; and
- Coordination and Information or items required from other agencies and Stakeholders.

The PMT is anticipated to consist of City decision-making staff, CDOT, and Project Team members as needed. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each PMT Meeting.

Project Manager Check-in Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual City/Consultant Project Manager Coordination Meetings (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review project status and coordinate on action items.

Task 1.B.3 Stakeholder Meetings

Kimley-Horn will prepare for, coordinate, and attend virtual meetings with the Stakeholders (up to five (5) one-hour meetings) to obtain input on project elements. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each Stakeholder Meeting. Stakeholder Meetings are anticipated to consist of City staff, City of Lafayette staff, Boulder County staff (Parks, Transportation, and Engineering), CDOT staff, businesses, residents, consultant PM, and Project Team members, as needed. It is anticipated that Stakeholders may also attend review meetings for milestone submittals.

Task 1.B.4 Agency and Stakeholder Coordination

Kimley-Horn will prepare for, coordinate, and attend independent coordination with affected agencies and Stakeholders (up to five (5) one-hour virtual meetings). It is anticipated that these meetings will consist of City staff, City of Lafayette staff, Boulder County staff (Parks, Transportation, and Engineering), CDOT staff, FHWA, Denver Regional Council of Governments (DRCOG), Colorado Parks and Wildlife, other potential permitting authority agencies, businesses, residents, consultant PM, and Project Team members, as needed.

Task 1.B.5 Design Review, and Issue and/or Comment Resolution Meetings

Kimley-Horn will prepare for, coordinate, and attend design review, and issue and/or virtual comment resolution meetings (up to four (4) one-hour meetings) with City, agencies, or other Stakeholder reviewers and/or decision-makers as needed to present designs and/or issues, and to seek resolution of comments and issues. It is anticipated that these meetings will consist of City staff, consultant PM, and Project Team members, as needed. It is anticipated that these meetings will consist of the following types/intervals:

- Screening Criteria;
- City Council Meetings;
- Design development meetings;
- Maintenance agency/entity reviews;
- Pre-submittal Meetings;
- Utility Coordination Meetings; and
- ROW acquisition meetings.

Task 1.B.6 CDOT File Keeping and Requests for Reimbursement

Kimley-Horn will track time and invoices and prepare documentation in accordance with CDOT and Federal Aid requirements. Kimley-Horn will assist in preparation of up to two (2) requests for reimbursements (RFRs).

Task 1.B.7 Permanent Easement Acquisition

It is understood that in support of the project, up to one (1) parcel will need to be acquired for a permanent easement. It is understood that federal funding is being administered and therefore acquisition efforts must comply with the Uniform Act and CDOT policies. It is understood that relocation assistance will not be required.

Kimley-Horn, through use of a qualified subconsultant, Western States Land Services (WSLS) will assist with the City's acquisition of up to one (1) permanent easement.

Meetings and General Coordination/Research

WSLS will meet with the appropriate Project Team and City representatives to assist with the various coordination efforts and design review. WSLS will also meet with the affected landowners to discuss the status of acquisition and to develop responses to landowner questions or feedback.

Title

Western States will order one title commitment through a title company for 1 parcel.

Valuation

A third-party appraisal and appraisal review for up to one (1) parcel is provided in the scope because the property interest will be higher than \$25,000.

Preparation of Documentation

WSLS will draft the initial Notice of Interest Letter and an Offer to Purchase letter that meet CDOT standards. WSLS will use the CDOT MOA and standard City conveyance forms that will be filled out by our staff and reviewed by the City prior to issuance.

Negotiations

Prior to starting the appraisal WSLS will issue the NOI letters and attempt to meet with the landowner and the appraiser(s) to review the property. After the appraisal(s) are completed and a FMV is approved by the City, WSLS will present an Offer on behalf of the City. Once the Offer has been issued, WSLS will discuss the compensation being offered and obtain initial feedback. Throughout negotiations, WSLS will maintain current communication with the City and Project Team regarding the status of the negotiations and any issues that may arise. If determined that a voluntary settlement is unable to be negotiated, WSLS will discuss remaining options with the Project Team.

Closings

Once an agreement is reached, the final documentation will be forwarded to the City for review and approval. Upon acceptance of the executed Agreement WSLS will coordinate the closing through the title company. If the City would like to obtain title insurance, they can purchase this directly from the title company.

Condemnation

If it is determined that eminent domain is necessary, WSLS will be available to provide testimony as to their good faith negotiations at an IP hearing. All acquisition efforts will meet and exceed the statutory requirements for good faith negotiations.

Right of Way Clearance

Once the property has been acquired and closed WSLS will submit complete files to CDOT requesting ROW Clearance. Once clearance is received WSLS will consider their efforts to be complete.

Task 1.B.8 Alternative Delivery Method Evaluation

It is understood that the City desires to consider an Alternative Project Delivery Method (e.g. Design-Build, Construction Manager/General Contractor) for the project and evaluate the benefits in comparison to traditional Design-Bid Build. Kimley-Horn will support the City in consideration and evaluation of delivery methods for the project. This task is anticipated to consist of coordination with the City, CDOT, and FHWA

to define the process required for the evaluation and working with CDOT for preparation of a Project Delivery Selection Matrix and attendance of a Project Delivery Selection Workshop.

Due to the unknown nature of these services, we have assumed up to fifty (50) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Task 1 Assumptions:

- Up to one (1) virtual two-hour Kickoff Meeting
- Up to twenty (20) virtual one-hour PMT Meetings
- Up to twenty (20) virtual one-hour bi-weekly City/Consultant PM Coordination Meetings
- Up to five (5) one-hour Stakeholder Meetings
- Up to five (5) virtual one-hour Agency/Stakeholder Meetings
- Up to four (4) virtual one-hour Design Review and Issue and/or Comment Resolution Meetings
- Website to be hosted and managed by City of Louisville
- Up to one (1) ROW acquisition

Task 1 Deliverables

- Meeting Agendas, Minutes, Materials
- Monthly Progress Reports in CDOT format
- Permanent Easement Acquisition of up to one (1) fee parcel. City will pay for closing costs and title insurance.
- Up to one (1) Title Commitment
- Up to one (1) Eminent Domain Appraisal
- Up to one (1) Appraisal Review

Task 2 Data Collection

Task 2.A Utility Locates and Subsurface Utility Engineering (SUE)

Kimley-Horn, through use of a qualified subconsultant, T2UE Utility Engineers (T2ue), will complete utility locates and Quality Level A (QLA) and Quality Level B (QLB) Subsurface Utility Engineering (SUE) investigation as outlined below.

T2ue will conduct utility investigations meeting the requirements of ASCE 38-22, C.R.S. 9-1.5-103. The scope of services identified below provides for a QLA, QLB, QLC, and QLD investigation. T2ue will conduct, document, stamp, and seal a Subsurface Utility Engineering (SUE) investigation of the project area to document existing utilities within the project limits. As part of the SUE investigation for this project, T2ue will complete the following tasks.

Records Research

T2ue will submit a Subsurface Utility Engineering ticket to Colorado 811 to aid in the identification of Utility Owners that may have facilities on, or be affected by, the project. T2ue will request, collect and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility

Owner officials and authorities. T2ue will compile a list of all utility companies contacted for information and note information received with contact information for each response and note non-response if applicable.

Field Utility Investigation (Utility Designation)

T2ue will utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary survey markings. Utility type or ownership that cannot be confirmed by the field investigation will be termed "unknown". T2ue will utilize a suite of equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes. If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured. Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance.

Survey

T2ue will survey the utility designation marks and utility appurtenances referenced to the project survey controls. The results of this utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum as specified by the client and existing survey grade control points provided to T2ue for their use if available. In the absence of direction from the client or a control diagram, T2ue will choose a Local Coordinate System based on either local or NAVD88 vertical datum. T2ue will prepare a survey as depicted within the Project Limits. The following information will be located and obtained for specific visible utilities where access is possible and safe for personnel:

- The alignment of non-visible underground utilities based upon the survey of surface designations (markings) as performed by T2ue.
- Location of visible surface evidence of the various utility systems, such as utility poles, manholes, inlets, catch basins, culverts, valves, and fire hydrants.
- The location of each main, pipe, conduit line, and other structures will be indicated based upon safely observable evidence.
- Sanitary and Storm Sewers: Rim and invert elevations and/or flow of all manholes, inlets and catch basins.
- Water Mains: location of all valves and hydrants.
- Gas Mains: location of valves.
- Telephone pedestals, electric pedestals, and transformers.
- Other visible utility surface features.
- The alignment of non-visible underground utilities based upon the survey of surface markings by an underground utility locating service or utility companies.
- The Horizontal datum will be based upon Colorado State Plane North coordinates.
- Vertical datum will be based upon NAVD 88 (North American Vertical Datum of 1988).

Utility Depictions Per ASCE/UESI/CI 38-22 Standard

T2ue field crews will use tablets or laptops to field sketch line work and structures while conducting the investigation process. This sketch will consist of notes from the investigation. The field sketch will be provided to the survey team to ensure all field marks are accurately collected. Information will be reviewed in the office to ensure the data collected is accurate. The surveyed data will be reconciled with the utility records and other supporting information, and each utility segment is assigned a Quality Level by a Colorado PE in responsible charge of the investigation.

QA/QC

T2ue will generate and review permits and Maintenance of Traffic plans. T2ue will review the field investigation documents and records collected as a part of records research. Use professional judgment to assign quality levels and horizontal positions to subsurface utilities. T2ue will consolidate and draft the collected field information in a SUE deliverable.

Review Findings

T2ue will assist in the evaluation of utilities and make recommendations for potential major utility conflicts.

Quality Level A (QLA)

T2ue will perform Quality Level A test holes as outlined below to determine the location and depth of the existing utility lines. T2ue will use minimally intrusive excavation techniques, which ensure the safety of the excavation and the integrity of the utility line to be documented. Other lines which may be encountered during the excavation will be noted. The excavation will be conducted by means of air or hydro vacuum excavation equipment manufactured specifically for this purpose. To help minimize the number of test holes required, T2ue will lay out the holes and re-designate the associated utility prior to excavation. Test Hole Data Reports will be signed and sealed by a professional engineer and will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found.

Documentation

Deliverables produced from the Subsurface Utility Engineering (SUE) investigation will be:

- A drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set that is signed and sealed by a licensed PE.
- Invert elevations that reference the Client's specified project datum (if provided).
- An electronic file containing utility line work in AutoCAD format.
- Test hole Summary Reports presented in electronic format signed and sealed by a licensed PE. Test Hole Data Reports will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found. The data collected as a part of the QLA investigation will then be incorporated into the existing utility drawing.
- A utility contact list to consist of the utility provider, contact name, email address, and phone numbers shown in the utility general notes and specifications.

- A SUE Report signed and sealed by a Professional Engineer is excluded but can be provided at an additional out-of-scope cost to the Client.

QLB/C/D Utility Investigation Assumptions, Exclusions, and Stipulations

- T2ue cannot guarantee that they will find all unknown, abandoned, retired, or inactive utilities.
- Individual utility services to homes and buildings will consist of water, electricity, and natural gas. Telephone and CATV services are excluded but can be performed at an additional out-of-scope cost to the Client.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, and landscape irrigation two inches in diameter or less (both public & private) are excluded.
- Utility vault dimensions and/or diagrams are excluded but can be performed at an additional out-of-scope cost to the Client.
- Diagrams of the conduits within vaults are excluded but can be performed at an additional out-of-scope cost to the Client.
- Overhead utility lines will be shown as a singular line running pole to pole. T2ue will attempt to identify both ownership & connections on the poles and incorporate this information into the plans.
- Pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions are excluded but can be performed at an additional out-of-scope cost to the Client.
- Butterfly diagrams or 3D modeling (with pipe networks) are excluded.
- The removal of Colorado 811 paint marks or designation marks is excluded.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- No utility coordination, utility relocation design, or conflict analysis will be performed as part of this scope as it will be performed by Triunity.
- T2ue will provide traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Up to three (3) days of Traffic Control Flag men have been provided in the estimate for QLB designating and survey of designations.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils, typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.

QLA Investigation Assumptions, Exclusions, and Stipulations

- It is assumed that each hole will be excavated with the intent of finding one utility per hole. If additional utilities are discovered within a hole, data for each additional utility will be collected and a separate test hole report will be provided. Each test hole report for an unintended utility will be billed as a reimbursable expense at \$250/test hole report.

- If test holes are proposed over multiple utilities with the intent of exposing multiple utilities within one test hole (pothole), T2UE will invoice the Client at a per test hole rate multiplied by the number of target utilities that were proposed and exposed.
- The Client will have test hole locations determined prior to the commencement of T2ue's services. If the parameters of the QLA investigation change after T2ue has initiated QLA services, T2ue will discuss the implications for workflow, traffic control, and other activities with the Client and determine if a change order or additional funds are needed to account for the changes.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- If the vacuum excavation truck utilized by T2ue for test holes (potholes) is used, this truck employs an air-lance system and is not hydro-based. As a cost-saving measure on this project, native backfill compacted in six-inch lifts and cold patch is recommended to restore test holes, if permissible. It is assumed that all holes will follow this restoration method, and that slurry and hot patch are not provided as part of this proposal but can be performed at an additional out-of-scope cost to the Client.
- If concrete or asphalt coring is required, it will be completed under the reimbursable section for \$200 per hole.
- If the dimensions of a utility necessitate a test hole diameter exceeding 18 inches, an additional test hole will be billed as a reimbursable expense.
- The standard price for test holes consists of excavation to a depth of six feet. For every foot of depth over six feet, an additional \$95/foot will be billed as a reimbursable expense. If a test hole is on a QLC or QLD utility line, T2ue will excavate to a maximum depth of six feet unless directed otherwise by the Client.
- T2ue will do everything within our control to access the test hole locations; however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, safety concerns, etc., and may not be able to be excavated. If any of these instances occur, they will be discussed with the Client and noted accordingly.
- T2ue will provide traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Removal of One-Call marks and designation paint, concrete panel replacement or restoration, landscape restoration, and shoring are not included.
- Traffic Control Flag men have not been included in the estimate for QLA test holes.

SUE Limits

T2ue will complete a QLB SUE investigation within the limits highlighted in green in Figure 1 below. It is understood that information collected as part of the CO42 Design and ROW project in October 2023 will be used in preparation of the QLB SUE plans. The QLA investigation will consist of up to twenty-five (25) test holes.



Figure 1 – SUE Limits

Deliverables

- SUE Plans
- Test Hole Data Reports

Task 2.B Traffic

Kimley-Horn, through use of a qualified subconsultant, Fehr & Peers will complete a traffic impact analysis. The task is to complete a traffic impact analysis related to the South Street closure at CO42 in Louisville to accommodate the pedestrian underpass at the South Street & CO42 intersection. The scope consists of traffic data collection and analysis of traffic impacts and circulation in the nearby commercial area, local roads and at the CO42 & Short Street intersection under several possible scenarios.

This study will address three main questions related to the closure of South Street:

- What is the impact to traffic delay and operations at CO42 and Short Street caused by the increased traffic diverting from South Street and what are potential mitigations?
- How will the closure impact access to development on west side of CO42 between Short Street and South Street particularly from pass-by trips?
- What are the impacts to travel time/delay for residents south of South Street?

The City is also considering adding a right-in/right-out driveway access to the development south of Short Street and west of CO42 or at Spruce Street and CO42 to mitigate the impacts of the closure of South Street. The analysis will consider scenarios where Spruce Street is re-opened, or a new business access driveway is provided off CO42 south of Short Street.

Data Collection

To inform the analysis, Fehr & Peers will collect turning movement count data using a traffic count vendor on a Tuesday, Wednesday, or Thursday from 8 AM to 10 AM and from 4 PM to 6 PM at the following intersections:

- 1. CO42 & Short Street;
- 2. CO42 & South Street;
- 3. Short Street & Commercial Driveway west of CO42; and
- 4. South Street & Commercial Driveway west of CO42.

Fehr & Peers will augment this data with traffic counts provided by the City at Lee Avenue and the commercial driveway access. Fehr & Peers will also use a traffic vendor to collect video data at each of the four study intersections that will be used to quantify pass-by trips.

Analysis

Fehr & Peers will analyze the impacts to traffic circulation and delay for the following four traffic diversion scenarios associated with the closure of South Street at CO42 for the pedestrian underpass:

- 1. Existing Conditions (no change);
- 2. South Street Closed at CO42;
- 3. South Street Closed at CO42 and Spruce Street Right-in/Right-out at CO42; and
- 4. South Street Closed at CO42 and Business Access south of Short Street Right-in/Right-out at CO42.

Three different analyses will be conducted to answer the City's three core traffic impact questions. Traffic Operations at CO42 & Short Street Fehr & Peers will use Synchro traffic analysis software to analyze level of service (LOS) and 95th percentile queue lengths at the CO42 & Short Street intersection under each of the four scenarios during the AM and PM peak hour. Fehr & Peers will use existing traffic counts to develop diversion diagrams to estimate the peak hour turning movements for each scenario.

If impacts are found Fehr & Peers will work with the city to identify potential mitigations.

Impacts to Commercial Development Access

Fehr & Peers will collect and analyze video data from a vendor to estimate the volume of peak hour pass-by trips traveling on CO42 that stop at the commercial development on the west side of CO42 between Short Street and South Street. Pass-by trips will be defined as vehicle trips traveling south on CO42 that stop at the commercial development for less than 30 minutes and then continue south on CO42 or vehicle trips traveling north on CO42 that stop at the commercial development for less than 30 minutes and then continue north on CO42.

Fehr & Peers will use cameras positioned at each of the four study area intersections that will be positioned with enough granularity to identify vehicles and track them through each intersection to identify the number of pass-by trips. Pass-by trips will be estimated during the peak hours, from 8 AM – 10 AM and 4 PM – 6 PM on a weekday. Note, that due to the fact that it gets dark around 5 PM this time of year, video data will be collected from 3 PM – 6 PM and if it is too dark to track vehicles after 5 PM, then the 3 PM – 5 PM hour will be used.

Some pass-by trips will exit and enter CO42 at the same intersection (Short Street or South Street), while others may use one intersection to exit and the other to enter back onto CO42. For any pass-by trip using

South Street, Fehr & Peers will estimate the impact of the closure of South Street on the likelihood of that trip occurring and suggest mitigations as applicable.

Travel Time Delay to Residents on Lee Avenue and Spruce Street

Fehr & Peers will estimate the change in travel time for residents on Lee Avenue and Spruce Street to and from CO42 under each scenario. We will use Google Maps to estimate change in travel time. Fehr & Peers will map and graphically show the change in travel time for each of the following four movements under each scenario:

- 1. From CO 42 north of Short Street;
- 2. From CO42 south of Spruce Street;
- 3. To CO42 north of Short Street; and
- 4. To CO42 south of Spruce Street.

Summary of Findings

Fehr & Peers will summarize data collection, methodology, analysis, and findings in a technical memorandum. The memo will consist of charts, tables, and maps to illustrate the analysis and findings. Fehr & Peers will provide a summary of potential impacts of each scenario on traffic circulation/access, and pedestrian/bicycle circulation as applicable. Fehr & Peers will suggest mitigations to impacts or additional recommendations depending on the findings. Fehr & Peers will discuss project findings, implications, and potential recommendations with city staff and the project team.

Deliverables

- Technical memorandum summarizing analysis, findings, and recommendations as applicable with charts, tables, and maps.
- Respond to and incorporate up to one round of resolved, consolidated comments into a final technical memorandum.
- Synchro reports under all scenarios.
- Traffic count data for all study intersections under all scenarios.

Task 2.C Floodplain Impact Study

Kimley-Horn will complete a floodplain impact study for the proposed storm improvements that will outfall into Coal Creek Drainageway A, which is a regulated FEMA floodplain (Zone AE). Kimley-Horn does not anticipate any fill being placed within the floodplain and that hydraulic modeling will not need to be completed for the proposed project to analyze the potential impacts to flooding. This task will consist of producing cross sections to show that the project is not producing fill in the floodplain. In addition, a "Statement of No Impact" will be provided stating that there is no fill with the regulatory floodplain, the project will not increase BFEs of the Coal Creek Drainageway A floodplain, and the project will not adversely impact adjacent properties. If it is determined that fill will be placed within the floodplain, a detailed hydraulic analysis will be required to analyze the impacts and show that there is no-rise created by the project. This is not included as part of this task but can be completed as an additional service.

Task 2.D Drainage

Kimley-Horn will take the 30% drainage design that has been completed and advance to 60%, 90%, Final, and Bid Set level design. Kimley-Horn will complete a detailed proposed conditions analysis for the drainage patterns to assist with preparing a final drainage analysis. This analysis will provide a detailed analysis for sizing of the selected drainage improvements from the 30% design efforts. This task will take the selected alternative to final design, which consists of detailed grading of the drainage improvements, completing drainage basin calculations for the 10-year and 100-years storm events utilizing the rational method, storm sewer design calculations utilizing StormCAD, and inlet calculations.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Drainage Report (60%, 90%, Final, Bid)

Task 2.E Irrigation Ditch Realignment

Kimley-Horn will prepare design calculations for the realignment of the open channel irrigation ditch along the east side of CO-42. This will consist of coordination with Boulder County, comprehensive design calculations alongside detailed construction documents. Kimley-Horn will finalize key alignments and hydraulic calculations, ensuring an efficient flow and optimal performance. This stage will also encompass a thorough assessment of environmental impacts and necessary regulatory compliance that will be completed the environmental team as part of Task 3.

Kimley-Horn will refine these calculations in the 90% design phase, integrating relevant construction details and specifications. The construction documents will provide clear guidelines for the execution of the realignment.

Additionally, Kimley-Horn will prepare SWMP plans for the ditch realignment which will consist of initial, interim, and final conditions along with a report on revegetation and seeding specifications.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Construction Documents (60%, 90%, Final, Bid Set)
- SWMP Plans and Report (60%, 90%, Final, Bid Set)

Task 3 Environmental Clearance

Kimley-Horn, through use of a qualified subconsultant, Pinyon Environmental, will advance the environmental clearances in accordance with the National Environmental Policy Act (NEPA) clearances and associated permits and mitigation requirements as necessary for the project. The purpose of the Project is to complete environmental clearance and design to enable the City to construct the project improvements.

This Project consists of funding from Colorado Department of Transportation (CDOT); therefore, a National Environmental Policy Act (NEPA) study will be required. Based on an initial coordination meeting held December 20, 2024, with the City, the Project environmental clearance is to be a segment of independent utility and is anticipated to be a separate Categorical Exclusion (CatEx) from other improvements on the

CO 42 corridor. Pinyon will support the Project by completing technical studies as outlined in Attachment A.

Pinyon, in coordination with Kimley Horn, is under contract to support 60% design and identify ROW needs for the advancement of the City CO 42 corridor improvements segment (Pine Street to Paschal Drive) under a separate scope and fee. For the purpose of scoping, this proposal assumes will ultimately be independent design packages, requiring separate environmental clearances (note: environmental clearance documentation for the CO 42 corridor improvements project is provided under separate scopes of work). Should the projects be combined, scope and fee will need to be revisited.

Task 3.A General Project Management

Pinyon will complete general project management, contract administration, invoicing, etc. This task consists of attendance at up to three (3) project progress meetings (i.e., kick-off meeting, FIR and FOR), up to two (2) progress management team (PMT) meetings, and three (3) coordination meetings with CDOT Region 4 Environmental staff. The meetings will be attended virtually. Project duration is assumed to be up to eighteen (18) months.

Deliverables

- Monthly invoices
- Progress Reports

Task 3.B Air Quality

Based on project review, a conformity analysis will be required as the project location is in the Denver Metro/North Front Range ozone nonattainment area. Pinyon will document the conformity findings in an Air Quality Technical Memorandum that complies with CDOT's Air Quality Project-Level Analysis Guidance. This scope does not include a quantitative analysis for greenhouse gas (GHG) emissions as the project is not expected to be considered a "regionally significant transportation capacity project".

Deliverables

- Air Quality Technical memorandum

Task 3.C Noise

Based on project review, this is a Type III project, exempt from noise modeling. This will be documented in a Type III Noise Memorandum to file.

Deliverables

- Type III Noise Memorandum to File

Task 3.D Hazardous Materials

Pinyon will complete CDOT Form 881 and obtain an agency database (i.e., ERIS) review. The study area will be the project's limits of disturbance.

Pinyon will collect up to four (4) paint samples for lead-based paint analysis for project components anticipated to be disturbed (e.g., signal poles, concrete). Depending on the substrate, Pinyon will evaluate

the lead content for total lead, or by the Toxicity Characteristic Leachate Procedure. It is not anticipated that asbestos sampling will be required, as the project does not include demolition of any structures and suspect materials are not anticipated. No soil or water testing is anticipated at this time (if determined necessary, a change order would be required).

Deliverables

- CDOT Form 881
- Lead Based Paint Samples and Results

Task 3.E Biological Resources

Field Work

The field survey will be completed by one Pinyon biologist in a one-day period. Field surveys for biological resources will be completed concurrently, as noted in the following subsections. Geographic Information System (GIS) data will be post-processed by a GIS specialist, and provided for incorporation into the project plans, and for impact analysis during advanced design, as applicable. GIS data will be projected in the local State Plane coordinate system.

Deliverables

- GIS Shapefiles

Wetlands/Waters of the US

Pinyon completed a high-level review of potential wetlands/waters of the U.S. (WOTUS) during 2022 and a delineation in 2023 in accordance with U.S. Army Corps of Engineer protocol. One potential WOTUS was identified in the vicinity of the proposed underpass; an open water on the east side of CO 42. It is assumed that there will be impacts to wetlands triggering the need for further permitting, FACWet, and a wetland finding report. Pinyon assumes that wetlands credits will be purchased from a wetland bank, meaning mitigation will be off site. Pinyon assumes that the work can be permitted under a notifying Nationwide Permit (NWP) 14; this requires demonstrated compliance with the National Historic Preservation Act and the Endangered Species Act that is being completed as part of this task order. Findings will also be documented in the Biological Resources Technical Memorandum (BRTM).

Deliverables

- Documented in BRTM
- Wetland Finding
- Preconstruction Notice for use of a NWP 14

Vegetation and Noxious Weeds

List A and B noxious weeds will be mapped, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant, detailed mapping will be stopped and recommendations regarding weed controls will be presented in the BRTM as well as applicable specifications.

It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required.

Deliverables

- Documented in BRTM

Threatened and Endangered Species/Fish and Wildlife

Pinyon will conduct a survey for raptors and other migratory birds within the prescribed buffer area/study area per Colorado Parks and Wildlife (CPW) guidelines. The results of the survey will be documented in the BRTM.

Pinyon will evaluate habitat within the study area for federally and state-listed species, and document within the BRTM. Only a habitat assessment will be conducted; a species-specific survey is not included in this scope. If a species-specific survey is required, additional scope and fee would be necessary.

Given the anticipated limited disturbance that will result from the project, Pinyon assumes that the impact assessment will reveal a *No Effect* to federally listed species. Therefore, coordination with the U.S. Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is *May Affect, But Not Likely to Adversely Affect*, coordination with USFWS in the form of a letter would be required, and additional scope and fee would be necessary.

Deliverables

- Documented in BRTM

Task 3.F Historic Resources

Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory, topographic maps, and local assessor data for the presence of potential historic resources within the APE.

Based on the evaluation completed previously as part of the CO 42 corridor improvements project, there are potentially eligible historic resources (i.e., properties with structures 45 years or older) within the anticipated APE. These resources will be surveyed for compliance with Section 106 of the National Historic Preservation Act (NHPA). If more than three potential historic resources will be impacted by the Project (including temporary and permanent easements), this scope and fee should be revised as this scope consists of eligibility forms for up to three (3) resources.

Impacts to historic resources will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements, if needed. It is assumed that minor slivers of permanent right of way (ROW) needs to be acquired from a City-owned parcel. Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and

historic Section 4(f) *de minimis* form(s). Pinyon will meet with CDOT Region 4 twice: once to review data gathered (i.e., OAHP, assessor's data, etc.) and to establish APE; and a second time to review initial eligibility determinations and anticipated effects (including in General Project Management task, above).

Assumptions:

- Any Right of Entry will be coordinated and provided by the Kimley Horn/City
- This scope assumes a Section 106 determination of *no adverse effect*; should the project result in a determination of *adverse effect*, this scope will need to be revisited, and additional fee will be required.
- Should more than three (3) resources for historic survey be identified, this scope will need to be revisited.

Deliverables

- APE Map
- Up to three (3) Architectural Inventory Forms
- Eligibility and Effects Letter
- Draft Section 4(f) De Minimis Letter (for CDOT to submit)

Task 3.G Non-historic Section 4(f) Resources

The Department of Transportation Act Section 4(f) regulation governs the use of land from publicly owned parks; recreation areas; wildlife and waterfowl refuges; and public or private historic sites. As this project has an FHWA nexus, Section 4(f) will apply.

Impacts to recreational facilities will be refined during this stage of the project phase as design advances, including detailed information on acquisition of easements and/or ROW; however, preliminary review of the previous evaluation of the CO 42 corridor indicated the Project may impact Miners Field and/or the Louisville Sport Complex facilities. The enhanced multi-modal connectivity will improve access and connectivity, and is likely to result in an enhancement or temporary use exception as defined under Section 4(f) of the Department of Transportation Act. However, as there are anticipated ROW impacts to the Miners Field and/or the Louisville Sports Complex Facilities, a *de minimis* finding is expected and that requires publication notification of the change in use of that land from a recreational use to a transportation use. Pinyon will draft notices to be posted on the City's trails and recreation website as well as NextDoor. No public outreach other than these notifications is included in this scope and associated fee.

Deliverables

- OWJ Letter

Task 3.H Community Demographics

Although Executive Order 12898 has been rescinded, CDOT is in the process of issuing state-specific requirements to comply Colorado legislative requirements to assess human health or environmental effects of its programs, policies, and activities on minority, Limited English Proficiency (LEP), and disabled persons', and low-income populations. Pinyon assumes that this process will be similar to the DOT process previously implemented. During a preliminary review of the corridor during the Future 42 Study, Pinyon

utilized the EPA EJScreen Tool and identified none of the Block Groups within the Project has EJ populations.

For this task, Pinyon will comply with the yet-to-be released CDOT process; they expect to utilize the 2020 census data to identify the percent of minority, LEP, disabled person, and low-income populations in the tracts and blocks adjacent to the corridor with those of both Boulder County and the City. It is assumed that impacts, both beneficial and negative, will be borne by all populations equally, meaning that it is assumed that there will be no disproportionately high and adverse effects to low-income and/or minority populations. Findings will be documented in a memorandum.

Deliverables

- Environmental Justice Memorandum

Resources that CDOT will Complete Internally

It is understood that CDOT will complete Visual Impact Analysis (VIA), Section 6(f), Paleontology, and Archaeology resources internally based on the scope of the project and that there are no impacts. CDOT has directed that local agency projects are not required to complete comply with Senate Bill 40 (SB 40) as it is an agreement amongst state and federal agencies.

Task 4 Preliminary and Final Design

The Project Team will utilize the information gathered during Task 2 and Task 3 to advance the South Street Underpass conceptual design to preliminary 60% and 90% Final Office Review (FOR), Final, and Bid Set level plans, reports, Opinion of Probable Construction Costs (OPCC), and specifications. The submittals are anticipated to consist of preliminary design and plan preparation for improvements within the South Street Underpass influence area and along CO42 consistent with the South Street Underpass conceptual design provided in *Appendix A*. Improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and other improvements.

Task 4.A Design Plans, Specifications, and Estimates (PS&E)

The Project Team will prepare preliminary design documentation consisting of plans, specifications, OPCC, details, quantities, and reports necessary to develop a preliminary design. The plans will be prepared in accordance with CDOT and City standards.

Task 4.A.1 60%, 90% FOR, Final, and Bid Set PS&E

The 60%, 90% FOR, Final, and Bid Set PS&E are anticipated to consist of the following:

- Title Sheet (up to one (1) sheet);
- Standard Plans List (up to one (1) sheet);
- Abbreviations and Symbols (up to one (1) sheet);
- General Notes (up to one (1) sheet);
- Roadway Typical Sections (up to one (1) sheet);
- Underpass Typical Sections (up to two (2) sheets);
- Summary of Approximate Quantities (up to four (4) sheets);
- Quantity Tabulations (up to eight (8) sheets);

- Survey Control;
- Horizontal Control (up to three (3) sheets);
- Subsurface Utility Engineering (SUE) Plans;
- Removal Plans (up to three (3) sheets);
- Roadway Plans, Profiles, and Details (up to three (3) sheets);
- Roadway/Pedestrian Paving Plan and Details (up to three (3) sheets);
- Grading Plan (up to three (3) sheets);
- Grading Detail Sheets (up to six (6) sheets);
- Drainage, Water Quality, Storm Plan and Profiles, Outfall Plans and Details (up to sixteen (16) sheets);
- Water and Sanitary Plans, Profiles, and Details (up to five (5) sheets);
- Underpass Layout, Trail Plans, Profiles, and Details (up to three (3) sheets);
- Underpass General Information & SAQ sheets (up to one (1) sheet);
- Underpass General Layout Sheet (up to one (1) sheet);
- Underpass Typical Section and Detail Sheets (up to three (3) sheets);
- Headwall Detail Sheets (up to two (2) sheets);
- Wall General Information & SAQ sheets (up to one (1) sheet);
- Wall & Wingwall Sections & Details Sheets (up to six (6) sheets);
- Wall & Wingwall Plan & Elevation Sheets (up to ten (10) sheets);
- Railing Detail Sheets (up to two (2) sheets);
- Staircase Layout and Detail Sheets (up to one (1) sheet);
- Signing and Striping Plans (up to three (3) sheets);
- Landscape and Urban Design General/Summary Sheets (up to ten (10) sheets);
- Plant Protection and Removal Plans (up to two (2) sheets);
- Site Materials Plans (up to four (4) sheets);
- Site Layout (Horizontal Dimensioning) Plans (up to four (4) sheets);
- Site Details Sheet Layout, Keynote Coordination with Site Plan Sheets (up to ten (10) sheets);
- Site Soil Series (up to two (2) sheets);
- Tree Planting Plan (up to two (2) sheets);
- Shrub and Groundcover Plan (up to four (4) sheets);
- Site Planting Details (up to four (4) sheets);
- Irrigation Plans and Details (up to five (5) sheets);
- Lighting Plans and Details (up to four (4) sheets);
- Underpass Lighting Plans and Details (up to four (4) sheets);
- Electrical Plans and Details (up to four (4) sheets);
- Stormwater Management Plans (up to nine (9) sheets, each phase);
- Construction Phasing Plans (up to two (2) sheets);
- Maintenance of Traffic (MOT) Plans (up to three (3) sheets);
- Utility Plans and Matrix;
- Roadway Cross Sections (up to five (5) sheets);
- Specifications;
- OPCC;
- Drainage Report;
- Stormwater Management Report (2 reports);

- Traffic Report; and
- Utility Impact Report.

Roadway Paving, Grading, and Drainage Plans

Paving, grading, and drainage plans are anticipated to present the proposed civil improvements including roadway, intersection, driveway, sidewalk, curb ramps, and fences/railings with proposed grades and materials in support of the pedestrian underpass at South St & CO42. Pedestrian facilities are anticipated to be designed in accordance with the Public Right-of-Way Accessibility Guidelines (PROWAG).

Drainage

Kimley-Horn will coordinate with Cities of Louisville and Lafayette, CDOT, and Mile High Flood Control District staff and coordinate necessary maintenance agreements. Kimley-Horn will prepare a final drainage report in accordance with the jurisdictional authority indicating the required improvements for the preferred alternative. This task will consist of detailed grading of the drainage swale improvements, producing storm plan and profile construction documents (up to nine (9) sheets), details (up to seven (7) sheets for grass lined swale, plan and profiles, and storm pipe outfall), drainage basin calculations utilizing rational method for the 10-year and 100-year storm events, storm sewer design and sizing calculations for the 10-year and 100-years storm events utilizing StormCAD, swale sizing calculations, pipe outfall design and calculations, existing and proposed drainage plans (up to ten (10) sheets), and final drainage report (up to one (1)).

Stormwater Management Plans

Erosion Control Plans are anticipated to present temporary Best Management Practices ("BMPs") recommended for site construction in accordance with the City and CDOT requirements.

- Cover Sheet
 - This plan will consist of general project information and standard notes.
- Initial, Interim & Final Erosion Control Plans
 - These plans will indicate recommended initial, interim and final BMPs to be utilized to reduce stormwater pollutants anticipated with the construction of the proposed improvements. It is anticipated that the SWMP Plans will be produced at 40-scale and nine (9) sheets will be required to show the Site for each BMP phase.
- Seeding and mulching plan
 - The seeding and mulching plan will be prepared or reviewed by a CDOT Landscape Architect. The plan will consist of specifications.
- Erosion Control Details
 - These plans will consist of standard erosion control BMP details applicable to the plans.

The Stormwater Management Plan Report is anticipated to present construction Best Management Practices, construction sequencing and anticipated inspection schedules recommended for the proposed improvements for this Project. It is assumed the Contractor will be responsible for filing of necessary applications with the State for Construction Activities. Kimley-Horn is not responsible for any inspections of

the SWMP implementation nor filing of the CDPS construction activity permit (if the disturbed area is greater than 1 acre).

Structural

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete the design of the structural design for the CO42 underpass at South Street. Otak will also perform design, structural calculations and quantity calculations for the underpass and associated wingwalls (up to four (4) total), site walls (up to nine (9) total), staircases (up to one (1) total), railings (up to three (3) types), and guardrails. Initial design assumptions are the following:

- The underpass, wingwalls, site walls and staircases are based upon the RE: Land South Street Underpass – Preferred Site Plan dated June 12, 2025, provided in *Appendix A*. This plan outlines the location and alignment of the underpass and a total of nine (9) site walls.
- Otak will provide a structure plan, elevation and section for the underpass, including structural design of a custom headwall to accommodate vehicle crash loading. We assume that a custom design for the underpass structure will be NOT required; therefore, M&S standards will apply.
- Otak will provide wall sections, plan and elevations for up to 13 walls (assuming up to ten (10) sheets for walls at 1"=20').
- It is assumed that up to five (5) types of walls will be required. Special considerations will be required adjacent to the ballfield building and the Tebo Property; soldier pile or sheet pile walls likely to be required. Otak will collaborate with RE:Land on aesthetic detailing. It is assumed that up to two(2) unique aesthetic treatments will be required. Aesthetic treatments will be modest in complexity. We expect the primary walls to be Mechanically Stabilized Earth (MSE) walls with precast panel facing. Other site walls will be cast-in-place concrete with a formliner finish. Shorter site walls will be natural rock or cast-in-place concrete with concrete footings integral to the concrete flat-work.
- Otak will collaborate with RE:Land to provide railing details for up to three (3) different railing designs. Railing locations and post spacing will be shown in the associated wall or stair plan and elevation drawings.
- Otak will provide structural details for up to one (1) staircase sections assuming concrete on grade.
- Otak will provide longitudinal sections for the underpass showing construction phase lines, barriers, temporary lanes, and shoring assuming up to two (2) primary phases of construction.
- Structural design of ballfield bleachers or other structures within the ballfield are not included.

Water and Sanitary Plans, Profiles, and Details

These plans will consist of relocations, demolition, and proposed water and storm and sanitary utilities necessary for the construction of underpass improvements. We anticipate up to 750 linear feet of water lines and up to 500 linear feet of sanitary sewer. These plans will consist of plan and profile design, utility relocates, and corresponding details per the City of Louisville design and construction standards.

Urban Design, Landscape Architecture, Plans and Details

Kimley-Horn, through use of a qualified subconsultant, re:LAND, will complete urban design and landscape architecture, which will include site design and layout, planting design, site grading (in collaboration with Kimley-Horn), wall design (in collaboration with OTAK), site feature design/detailing/selection, lighting

design (in collaboration with Kimley-Horn), irrigation design (in collaboration with Kimley-Horn), and planting plans and details for the project improvements. In support of the project, re:LAND will prepare the sheets noted above.

Irrigation Plans and Details

Kimley-Horn will develop Irrigation Plans based on input from the Client and will adhere to jurisdictional landscape and irrigation ordinances. Innovative products and approaches will be implemented to achieve water-conservation goals, including sub-surface dripline if approved by the Client. Plan-development will require a review of available water-source information and will consist of Point-of-Connection (POC), backflow, head and drip layout, mainline and lateral line sizes and layout, sleeve sizes and location, valve sizes and location, controller type and location, hydraulic calculations, schedules, product details, and specifications (shown on the plans). The Client is to specify preferred irrigation equipment type (Toro, Hunter, Rain Bird, or other) prior to authorization of this task if a specific manufacturer is required.

Lighting and Electrical Plans and Details

Kimley-Horn will prepare pedestrian scale lighting and electrical plans within the Project Limits. Photometric analysis will be performed to meet the CDOT and City of Louisville Roadway Design and Construction standards. A photometric exhibit for pedestrian scale lighting and fixture cut sheets will be provided. Photometric analysis of street lighting exterior to the project and 3D renderings are excluded from this task.

The electrical design plans will consist of layout plans and electrical details for the pedestrian lighting fixtures, string lighting system, underpass lighting, future communication devices and receptacles. The conduit layout, pull box layout, cable feeds to the different circuits, and pedestal service size requirements are to be provided in the design details. Circuit size, conduit fill, infrastructure installations, and voltage drop calculations will be designed to NEC requirements and City of Louisville standards. Structural calculations for one (1) nonstandard light pole base for string lighting is a part of this task.

Construction Phasing Plans

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete construction phasing plans for the project improvements. It is anticipated that up to two (2) phases will be required.

Maintenance of Traffic Plans

Kimley-Horn will prepare Maintenance of Traffic (MOT) Plans for the project improvements based on the Construction Phasing noted above. MOT plans will be provided for up to two (2) phases, assuming a single lane in each direction and no additional bike lanes or pedestrian accommodations within the roadway section. It is assumed that detour pavement will be provided for up to one (1) phase on the east side of CO42. It is assumed that up to two (2) temporary signal modifications will be required for each phase of the MOT. Temporary traffic signal modifications are anticipated to be completed with modifications to the existing span wire traffic signal at CO42 & Pine St and with the installation of up to two (2) span wire segments at the intersection of CO42 & Short St for each phase of

Utility Plans and Matrix

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare utility plans depicting existing utilities, relevant proposed project elements, utility ID Nos. corresponding to utility matrix, and conceptual relocations as determined through design development and the utility coordination meetings. The Utility Matrix is anticipated to follow CDOT standard format.

Project Specifications

Kimley-Horn will prepare preliminary project specifications in accordance with CDOT standards. This consists of the use of the CDOT standard specifications, CDOT standard special provisions, project special provisions and the City of Louisville Roadway Design and Construction Specifications. Any unique construction activities and/or pay items (including items not already covered in CDOT's Standard Specification for Road and Bridge Construction and force account items) will be accompanied with a reviewed and approved Project Special Provision.

Quantities and Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will provide a 60%, 90% FOR, Final, and Bid Set OPCC. Kimley-Horn will also estimate the appropriate construction timing and schedule. All estimates and/or opinion of probable construction costs will be submitted with each review based acceptable standards.

Kimley-Horn will calculate plan quantities as part of the OPCC (with appropriate level of detail to progress) and plan development process. Consistent with the OPCC breakout, Kimley-Horn will also prepare tabulations and Summary of Approximate Quantities sheets to be provided in the construction plan set. Pay item numbers will be consistent with CDOT standard pay items and units of measure (or with City standard pay item if developed in alignment with this project's schedule). Combination of work items will not be completed in an effort to minimize the number of pay items other than what is acceptable to transportation industry standards. Pay items proposed as a lump sum unit of measure will be discussed with City project manager prior to submittal for review. Kimley-Horn will also provide a summary of earthwork, drainage, and signage tabulations in the plan set with approximate stationing and offset as appropriate. Unit prices will be based on the CDOT Construction Cost Index and current City pricing information from recent similar construction projects.

Design Review

The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 60% PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 90% FOR PS&E and reports and prepare final PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the final PS&E and reports and prepare a Bid Set/Final Construction Document package for submittal. An electronic PDF of the Bid Set Construction Document Package including plans, specifications and a cost estimate will be submitted to the City for advertisement.

Quality Control/Quality Assurance (QA/QC) Plan, Process, and Implementation

Kimley-Horn and the Project Team will complete QA/QC reviews for the accuracy and completeness of plans, reports, and design documents prepared as part of the project.

Kimley-Horn will prepare a quality control plan to establish a QA/QC procedure for the project. The plan is anticipated to consist of the following:

- Identification of key personnel and definition of specific responsibilities;
- QA/QC technical review process;
- Checking procedures;
- QA/QC requirement training program; and
- Process to monitor and document quality control activities.

Task 4.B Right-of-Way Plans

Kimley-Horn, through use of a qualified subconsultant, 105 West, will prepare ROW Plans and Legal Descriptions for up to one (1) permanent easement acquisition needed to facilitate the ROW identified during the project.

Meetings/Mobilization, Coordination

105 West will attend meetings with the appropriate agencies. 105 West anticipates attending up to two (2) project team meetings with Kimley-Horn (KH), City of Louisville (COL) and/or CDOT Personnel. As part of this task 105 West will develop work plans, mobilize staff, and will update the Consultant Manager relative to the survey team's progress or any concerns.

Right-of-Way Plans

105 West will prepare right-of-way plans for the Tebo Parcel (Parcel Number 157508167002). The final right-of-way plans will be in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a Right-of-Way Plan Review (ROWPR). In addition, 105 West will prepare up to one (1) written legal description in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a final approved set of ROW plans to be used for plan authorization. Title commitments will be provided by Western States Land Services as a part of Task 1.B.7. This proposal does not include separate legal descriptions and exhibits for the subject parcel. All real estate transactions are assumed to go through CDOT's Local Agency process utilizing the ROW plans as the mechanism for which to do so.

Appraisal Staking

105 West will provide temporary field staking to delineate the geometry for the subject parcel. Field personnel will use 4-foot lathe and flagging to identify the locations of the property impacts for visual purposes.

Task 4.C Reports

Drainage Report

Kimley-Horn will prepare one (1) final drainage report which will describe existing and proposed drainage patterns, drainage criteria, proposed design improvements, existing and proposed drainage basin delineations, storm conveyance sizing calculations, proposed water quality calculations, and proposed outfall design calculations. See Task 4.E for additional details.

Traffic Report

Kimley-Horn, through use of a qualified subconsultant, Fehr & Peers will complete a traffic impact analysis, see Task 2.B.

Utility Impact Report

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare a utility impact report. This report is anticipated to outline utility coordination activities to date, relocations identified and anticipated cost and schedule implications to the project. The report is also anticipated to provide documentation of pertinent information including Reports and memorandums, photographs, mapping, schematics, field notes, as-built plans, and other required information.

Task 4.D Coordination of Design

The Project Team will coordinate design as needed with the City's designated project management team as outlined in Task 1. The design will be prepared in compliance with applicable Federal, state, local, and City requirements.

Utility Coordination

Kimley-Horn, through use of a qualified subconsultant, Triunity, will coordinate with the Project Team, City, and utility companies during the design of this project. Utility coordination is anticipated to consist of the preparation of utility plans and matrix as outlined in Task 4.A. Triunity will also prepare a utility impact report as outlined in Task 4.C. Additionally, utility coordination is anticipated to consist of the following:

- Coordination of potential utility conflicts between existing utilities and proposed improvements with the Project Team and utility owners;
- Identification of design modifications that will minimize impacts to utilities where possible;
- Identification of utility owner operating rights and cost responsibilities;
- Up to four (4) meetings each with up to ten (10) utility companies and jurisdictions as required to discuss project scope, utility conflicts, and mitigation strategies; including development of agendas, facilitation of meetings, and preparation of meeting minutes;
- Obtaining copies of existing easements, license agreements, and relocation agreements from utility companies as applicable and providing to the City;
- Conducting coordination/comment resolutions meetings with utility owners after milestone submittal;
- Preparation of draft utility specifications for the 60%, 90% FOR, Final, and Bid Set submittals, which shall carefully detail the contractor's responsibilities and the utilities' responsibilities;

- Obtaining estimates of probable cost for any utility relocations that are a cost to the project; and
- Incorporation of utility mitigation/relocation schematics for up to sixty (60) utility conflicts into the submittal packages.

Task 4.E Floodplain Development Permit

Kimley-Horn will prepare the City's Floodplain Development Permit per the City of Louisville Floodplain Code for the proposed outfall improvements to Coal Creek Drainageway A. The documentation that will be completed in Task 2.D will be provided in the floodplain development permit application to provide backup documentation for the work being completed within the FEMA regulated floodplain.

Task 4 Deliverables

- Completed Floodplain Development Permit

Task 5 Additional Services

As authorized in writing by the City of Louisville's Project Manager, Kimley-Horn will coordinate, support and perform further services or assignments as needed and requested by the City for the project, contingent upon additional fee, contract budget reallocations, and/or project funding negotiations. These services may consist of unforeseen and currently unidentified scope of services which may consist of additional agency coordination meetings, environmental clearance and permit efforts, post-design services and RFI efforts beyond what stipulated in the current scope of services.

Due to the unknown nature of these services, we have assumed up to six hundred and three (603) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable to complete the design and with the goal of completing the final design phase based on a mutually agreed upon.

Fee

The attached work plan shows Kimley-Horn's estimated labor effort to complete these tasks. Kimley-Horn will provide the services described within the Scope of Services for a fee of **\$1,549,852.00** for Tasks 1-5 as shown in the attachment following this letter Proposal. The total estimated expenses are **\$37,530.48**. The total for all tasks and expenses is **\$1,587,382.48**.

Direct reimbursable expenses as required for the Project such as plan reproduction for deliverables and mileage will be billed. An estimated fee for reimbursable expenses has been provided.

Closure

We appreciate the opportunity to provide these services to you and are excited to work again with the City of Louisville on this project. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Matt Ciarkowski, PE
Project Manager



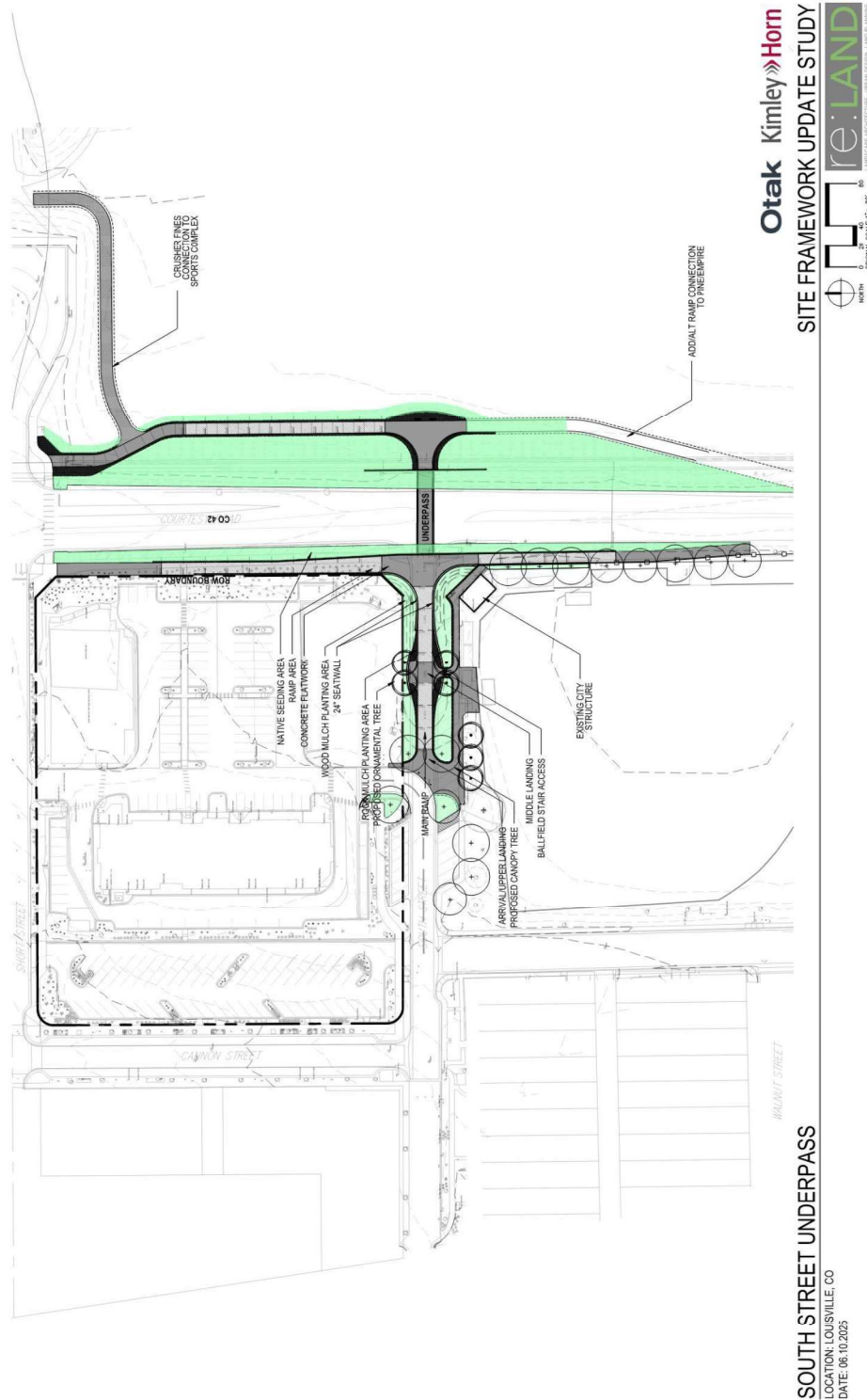
By: Anthony Pratt, PLA, ENV SP
Associate

»» MP 68

Appendix

- A – South Street Underpass Conceptual Design (6/10/25)
- B – FHWA Form 1273

A – SOUTH STREET UNDERPASS CONCEPTUAL DESIGN (6/10/25)



B – FHWA FORM 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT B

Total Labor Fee	\$ 1,549,852.00
Total Expense Fee	\$ 37,530.48
Total Contract Amount (Not to Exceed)	\$ 1,587,382.48

[illegible]

General Services and Project Management																				
1.A	Project Management	26.0		104.0																24.0
1.B	Project Coordination/Meetings																			
1.B.1	Initial Meetings – Kickoff Meeting (up to 1)	1.0		2.0				1.0												
1.B.2	Progress Meetings																			
	Weekly Project Team Meetings (up to twenty (20))		5.0	20.0																
	Monthly PMT Meetings (up to ten (10))	5.0		20.0	2.0			10.0	5.0	5.0	20.0							5.0		
	Bi-Weekly Consultant/City/PM Meetings (up to twenty (20))	5.0		20.0						2.0	5.0									
1.B.3	Stakeholder Meetings (up to five (5))	2.0		10.0							2.0									
1.B.4	Agency and Stakeholder Coordination (up to five (5))	2.0		10.0							2.0									
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))	4.0	1.0	8.0			1.0	4.0	1.0	1.0	4.0									
1.B.6	2007 File Keeping and Requests for Reimbursement			5.0																
1.B.7	Permanent Easement Acquisition Support Services			8.0																
1.B.8	Alternative Delivery Evaluation	20.0		30.0																
		8.0		24.0			8.0	8.0	20.0	8.0	16.0	62.0	-	-	-	-	5.0	-	24.0	-
		\$ 20,300.00	\$ 2,320.00	\$ 34,800.00	\$ 2,040.00	\$ 2,040.00	\$ 5,100.00	\$ 2,040.00	\$ 4,080.00	\$ 13,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00	\$ -	\$ 3,360.00	\$ -
2	Data Collection																			
2.A	Utility Locations and Subsurface Utility Engineering (SUE)			2.0							4.0							8.0		
	SUE Quality Level B, C, & D																			
	Geophysical Investigation "Designation"																			
	Professional Service																			
	SUE Quality Level A (up to twenty-five (25) test holes)										4.0							8.0		
2.B	Traffic			2.0			2.0													
	Data Collection																			
	Analysis																			
	Technical Memorandum																			
2.C	Floodplain Impact Study						5.0				25.0									
2.D	Drainage			3.0			15.0				45.0									
2.E	Irrigation Ditch Realignment		30.0	10.0			100.0													
		-	30.0	16.0	-	2.0	120.0	-	-	-	73.0	275.0	30.0	-	-	-	-	16.0	-	-
		\$ -	\$ 6,700.00	\$ 4,320.00	\$ -	\$ 510.00	\$ 30,600.00	\$ -	\$ -	\$ -	\$ 16,425.00	\$ 53,625.00	\$ 5,250.00	\$ -	\$ -	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -
3	Environmental Clearance																			
3.A	General Project Management	5.0		15.0																
3.B	Air Quality																			
3.C	Noise																			
3.D	Hazardous Materials																			
3.E	Biological Resources																			
	Field Work																			
	Wetlands/Waters of the US																			
	Vegetation and Noxious Weeds																			
	Threatened and Endangered Species																			
3.H	Historic Resources																			
3.I	Non-Historic (Section 4ff)																			
3.J	Community Demographics																			
		5	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		\$ 1,450.00	\$ -	\$ 4,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		Kimley-Horn and Associates, Inc.															
		Sr. Engineer II/ Sr. Professional II		Sr. Engineer II/ Sr. Professional II		Sr. Engineer I/ Sr. Professional I											
Item	Task	Plc. QA/QC	Wei Utility Design Lead	Project Manager	Deputy Project Manager/ Civil Design Manager	MM Design Lead/ Stakeholder Coordination Lead	Drainage Design Lead	Lighting/Electrical Design Lead	Irrigation Design Lead	Engineer/ Professional	Analyst III	Analyst II	Analyst I	Senior Designer	Designer	Clerical/ Administrative	Admin. Asst.
4	Preliminary and Design																
4.A	Design Plans, Specifications, and Estimates (PS&E)																
4.A.1	60% FIS, 90% FOR, and Final PS&E																
	First End Documents									4.0		8.0					
	Roadway Typical Sections									6.0		12.0					
	Underpass Typical Sections				4.0					8.0		16.0					
	Summary of Approximate Quantities				4.0					12.0		24.0					
	Quantity Tabulations									1.0		1.0					
	Survey Control									3.0		12.0					
	Horizontal Control			2.0		1.5				2.0		2.0					
	SUE Plans									12.0		30.0					
	Removal Plans									18.0		36.0					
	Roadway Plans, Profiles, and Details			2.0						9.0		15.0				8.0	
	Roadway Paving Plan and Details			2.0						36.0		36.0				3.0	
	Grading Plan			2.0		6.0				54.0		36.0				6.0	
	Grading Detail Sheets			2.0		6.0				40.0		75.0				18.0	
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans						15.0			60.0		60.0					
	Water, Sanitary, and Storm Plans, Profiles, and Details		20.0							4.0		4.0				1.0	
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details					1.0				1.0		1.0					
	Underpass Typical Sections, Flange Details, Headwall Details									1.0		1.0					
	Wall/Wingwall Plans, Elevations, Sections, and Details									1.0		1.0					
	Railing Details									1.0		1.0					
	Misc. Structure Details									1.0		1.0					
	Signing and Striping Plans									8.0		24.0					
	Landscape Layout, Material Plans, and Details									1.0		1.0					
	Planting Plans and Details									1.0		1.0					
	Irrigation Plans and Details								9.0		5.0	-	27.0				
	Lighting Plans and Details							16.0			56.0						
	Underpass Lighting Plans and Details							16.0			55.0						
	Electrical Lighting Plans and Details							16.0			55.0						
	Stormwater Management Plans, Reports (2)						10.0			30.0		60.0					
	Construction Phasing Plans									1.0		1.0					
	Maintenance of Traffic Plans				9.0					18.0		45.0					
	Maintenance of Traffic Plans - Shoofly				4.0	15.0				36.0		90.0			12.0		
	Utility Plans and Matrix				2.0					10.0		10.0					
	Roadway Cross Sections				2.0					5.0		10.0					
	Specifications				4.0			4.0	4.0	30.0		30.0					
	OPCC	4.0			2.0	4.0		4.0	4.0	12.0		8.0			4.0		
	QA/QC		4.0		16.0	16.0		10.0	12.0	4.0		20.0			8.0		
	90% FOR																
	Response to up to one (1) round of City and CDOT comments, up to two (2) total												40.0				
	60% Plan Development	-	8.0	15.0	20.0	-	8.0	16.0	4.0	131.0	60.0	179.0	4.0	-	14.0	-	-
	QA/QC	4.0	4.0	16.0	16.0	-	10.0	12.0	4.0	20.0	-	-	-	-	6.0	-	-
	Final																
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	-	2.0	5.0	7.0	-	3.0	5.0	1.0	40.0	17.0	60.0	3.0	-	5.0	-	-
	Final PS&E Development																
	QA/QC	2.0	2.0	8.0	8.0	-	5.0	6.0	2.0	10.0	-	-	-	-	3.0	-	-
	Bid Set																
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	-	1.0	3.0	3.0	-	1.0	3.0	1.0	20.0	8.0	30.0	1.0	-	2.0	-	-
	Bid Set PS&E Development																
	QA/QC	1.0	1.0	4.0	4.0	-	2.5	3.0	1.0	5.0	-	-	-	-	1.5	-	-
4.B	ROW Plans																
	Plans				4.0												
4.C	Preliminary Reports																
	Traffic Report				2.0												
	Utility Impact Report				2.0												
4.D	Coordination of Design																
	Utility Coordination				5.0												
4.E	Floodplain Development Permit																
	Utility Coordination						6.0			20.0							
	Plans									20.0							
	QA/QC	13	40	132	145.5	0	78.5	113	34	600	240	574	70	0	87.5	0	0
		\$ 3,770.00	\$ 11,600.00	\$ 35,640.00	\$ 37,102.50	\$ -	\$ 20,017.50	\$ 28,815.00	\$ 8,670.00	\$ 155,250.00	\$ 47,190.00	\$ 152,960.00	\$ 12,640.00	\$ -	\$ 17,500.00	\$ -	\$ -
5	Additional Services																
	Additional Services	10.0		25.0	50.0	0	25.0	0	0	50.0	0	50.0	0	0	0	0	0
		10	0	25	50	0	25	0	0	50	0	50	0	0	0	0	0
		\$ 2,900.00	\$ -	\$ 6,750.00	\$ 12,750.00	\$ -	\$ 6,375.00	\$ -	\$ -	\$ 11,250.00	\$ -	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -	\$ -
ECP	Reimbursable Expenses																
	Reimbursable Expenses																
	Total Labor Fee						\$										829,230.00
	Total Expense Fee						\$										-
	Total Contract Amount (Not to Exceed)						\$										-

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, July 24, 2025

		Fehr & Peers				Otak						RE:Land	
Item	Task	Principal	Senior Associate	Planner/Engineer	Admin	Structural PM	Structural E	Structural Detailer	Civil Eng Designer	Project Coordinator	Trails PIC	PIC/PM	Project Designer
	Rate	\$ 320.00	\$ 285.00	\$ 170.00	\$ 140.00	\$ 214.00	\$ 116.00	\$ 183.00	\$ 142.00	\$ 151.00	\$ 285.00	\$ 210.00	\$ 150.00
	Hours	3.0	18.0	62.0	6.0	422.0	260.0	328.0	228.0	24.0	238.0	638.0	776.8
	Estimated Total	\$ 960.00	\$ 4,770.00	\$ 10,540.00	\$ 840.00	\$ 90,308.00	\$ 30,160.00	\$ 60,024.00	\$ 32,376.00	\$ 3,624.00	\$ 63,070.00	\$ 133,980.00	\$ 116,490.00
	Estimated Total by Firm	\$			17,110.00	\$					279,562.00	\$	250,470.00
1	General Services and Project Management												
1.A	Project Management and Oversight					20.0				16.0	40.0	20.0	
1.B	Project Coordination/Meetings												
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)					2.0			2.0		4.0	3.0	
1.B.2	Progress Meetings												
	Weekly Project Team Meetings (up to twenty (20))					30.0			30.0		40.0	30.0	
	Monthly PMT Meetings (up to ten (10))										10.0	15.0	
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))											35.0	20.0
1.B.3	Stakeholder Meetings (up to five (5))										6.0	30.0	10.0
1.B.4	Agency and Stakeholder Coordination (up to five (5))										6.0	10.0	10.0
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))					16.0			4.0		16.0	12.0	
1.B.6	CDOT File Keeping and Requests for Reimbursement												
1.B.7	Permanent Easement Acquisition Support Services											4.0	
1.B.8	Alternative Delivery Evaluation											6.0	
		\$ -	\$ -	\$ -	\$ -	\$ 68.0	\$ -	\$ -	\$ 36.0	\$ 16.0	\$ 122.0	\$ 165.0	\$ 40.0
		\$ -	\$ -	\$ -	\$ -	\$ 14,552.00	\$ -	\$ -	\$ 5,112.00	\$ 2,416.00	\$ 32,330.00	\$ 34,650.00	\$ 6,000.00
2	Data Collection												
2.A	Utility Locates and Subsurface Utility Engineering (SUE)											8.0	
	SUE Quality Level B, C, & D												
	Geophysical Investigation "Designation"												
	Professional Services												
	SUE Quality Level A (up to twenty-five (25) test holes)												
2.B	Traffic												
	Data Collection		2.0	2.0									
	Analysis	2.0	8.0	48.0	4.0								
	Technical Memorandum	1.0	8.0	12.0	2.0								
2.C	Floodplain Impact Study												
2.D	Drainage												
2.E	Irrigation Ditch Realignment												
		\$ 3.0	\$ 18.0	\$ 62.0	\$ 6.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.0	\$ -
		\$ 960.00	\$ 4,770.00	\$ 10,540.00	\$ 840.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,680.00	\$ -
3	Environmental Clearance												
3.A	General Project Management											8.0	
3.B	Air Quality												
3.C	Noise												
3.D	Hazardous Materials												
3.E	Biological Resources												
	Field Work												
	Wetlands/Waters of the US												
	Vegetation and Noxious Weeds												
	Threatened and Endangered Species												
3.H	Historic Resources												
3.I	Non-historic Section 4(f)												
3.J	Community Demographics												
		\$ -	\$ 0	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 8.0	\$ 0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,680.00	\$ -

		Fehr & Peers				Chak						RE:Land	
		Principal	Senior Associate	Planner/Engineer	Admin	Structural PM	Structural E	Structural Detailer	Civil Eng Designer	Project Coordinator	Trails PIC	PIC/PM	Project Designer
Item	Task												
4	Preliminary and Design												
4.A	Design Plans, Specifications, and Estimates (PS&E)												
4.A.1	60% FIR, 90% FOR, and Final PS&E												
	60% FIR											245.0	422.0
	Front End Documents										2.0		
	Roadway Typical Sections												
	Underpass Typical Sections					2.0		4.0			2.0		
	Summary of Approximate Quantities					6.0	12.0	8.0	16.0				
	Quantity Tabulations												
	Survey Control												
	Horizontal Control								4.0				
	SUE Plans								16.0				
	Removal Plans												
	Roadway Plans, Profiles, and Details												
	Roadway Paving Plan and Details												
	Grading Plan												
	Grading Detail Sheets												
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans												
	Water, Sanitary, and Storm Plans, Profiles, and Details												
	Underpass Layout, Trail Plans, Profiles, Crainage, and Details					4.0		8.0			2.0		
	Underpass Typical Sections, Flared Details, Headwall Details					12.0	12.0	20.0			2.0		
	Wall/Wingwall Plans, Elevations, Sections, and Details					8.0	24.0	64.0	64.0		4.0		
	Railing Details					4.0	16.0	24.0			2.0		
	Misc. Structure Details					2.0	4.0	8.0			2.0		
	Signing and Striping Plans												
	Landscape Layout, Material Plans, and Details												
	Planting Plans and Details												
	Irrigation Plans and Details												
	Lighting Plans and Details												
	Underpass Lighting Plans and Details												
	Electrical Lighting Plans and Details												
	Stormwater Management Plans, Reports (2)												
	Construction Phasing Plans					8.0		12.0			2.0		
	Maintenance of Traffic Plans												
	Maintenance of Traffic Plans - Shooty												
	Utility Plans and Matrix												
	Roadway Cross Sections												
	Specifications					12.0					4.0		
	OPCC					4.0					4.0		
	QA/QC					16.0			16.0	4.0	14.0		
	90% FOR					8.0					4.0	8.0	8.0
	Response to up to one (1) round of City and CDOT comments, up to two (2) total					60.0	80.0	100.0	40.0		16.0	90.0	180.0
	90% Plan Development					16.0				4.0	20.0	16.0	16.0
	QA/QC												
	Final					40.0	24.0	40.0	24.0		12.0	8.0	8.0
	Response to up to one (1) round of City and CDOT comments, up to two (2) total					92.0	68.0					16.0	32.0
	Final PS&E Development					20.0		12.0			16.0	16.0	
	QA/QC												
	Bid Set					12.0					4.0		
	Response to up to one (1) round of City and CDOT comments, up to two (2) total					20.0	20.0	24.0	12.0				
	Bid Set PS&E Development					8.0		4.0			4.0		
	QA/QC												
4.B	ROW Plans												
4.C	Preliminary Reports												
	Plans												
	Traffic Report												
4.D	Utility Impact Report												
	Coordination of Design												
	Utility Coordination												
4.E	Floodplain Development Permit												
		0	0	0	0	354	260	326	192	8	116	399	666
		\$ -	\$ -	\$ -	\$ -	\$ 75,756.00	\$ 30,160.00	\$ 60,024.00	\$ 27,264.00	\$ 1,208.00	\$ 30,740.00	\$ 83,790.00	\$ 99,900.00
6	Additional Services												
	Additional Services											58.0	70.8
		0	0	0	0	0	0	0	0	0	0	58	70.8
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,180.00	\$ 10,590.00
EXP	Reimbursable Expenses												
	Reimbursable Expenses	\$				3,290.00	\$			200.00	\$		15,000.00
	Total Labor Fee	\$				17,110.00	\$			279,562.00	\$		250,470.00
	Total Expense Fee	\$				3,290.00	\$			200.00	\$		15,000.00
	Total Contract Amount (Not to Exceed)												

Pinyon Environmental														
Item	Task	Project Controller	Task Manager	Field Specialist/Project Assistant	Scientist V	Engineer II	Field Engineer/Scientist	Field Engineer/Scientist II	Scientist	CAD/GIS Specialist II	Field Engineer/Scientist III	Scientist II	Cultural Resource Specialist II	Cultural Resource Specialist III
	Rate	\$ 130.00	\$ 180.00	\$ 110.00	\$ 285.00	\$ 200.00	\$ 125.00	\$ 135.00	\$ 155.00	\$ 165.00	\$ 145.00	\$ 200.00	\$ 145.00	\$ 180.00
	Hours	2.0	15.0	12.0	69.0	8.0	20.0	25.0	25.0	14.0	40.0	4.0	65.0	10.0
	Estimated Total	\$ 260.00	\$ 2,700.00	\$ 1,320.00	\$ 19,665.00	\$ 1,600.00	\$ 2,500.00	\$ 3,375.00	\$ 3,875.00	\$ 2,170.00	\$ 5,800.00	\$ 800.00	\$ 9,425.00	\$ 1,800.00
	Estimated Total by Firm				\$									\$5,290.00
1	General Services and Project Management													
1.A	Project Management													
	Project Management and Oversight													
1.B	Project Coordination/Meetings													
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)													
1.B.2	Progress Meetings													
	Weekly Project Team Meetings (up to twenty (20))													
	Monthly PMT Meetings (up to ten (10))													
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))													
1.B.3	Stakeholder Meetings (up to five (5))													
1.B.4	Agency and Stakeholder Coordination (up to five (5))													
1.B.5	Design Review and Issue and/or Comment Resolution Meetings (up to four (4))													
1.B.6	CDOT File Keeping and Requests for Reimbursement													
1.B.7	Permanent Easement Acquisition Support Services													
1.B.8	Alternative Delivery Evaluation													
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Data Collection													
2.A	Utility Locates and Subsurface Utility Engineering (SUE)													
	SUE Quality Level B, C, & D													
	Geophysical Investigation "Designation"													
	Professional Services													
	SUE Quality Level A (up to twenty-five (25) test holes)													
2.B	Traffic													
	Data Collection													
	Analysis													
	Technical Memorandum													
2.C	Floodplain Impact Study													
2.D	Drainage													
2.E	Irrigation Ditch Realignment													
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Environmental Clearance													
3.A	General Project Management	2.0		12.0	60.0									
3.B	Air Quality				2.0	2.0	10.0							
3.C	Noise				2.0	6.0	10.0							
3.D	Hazardous Materials				2.0				25.0	2.0				
3.E	Biological Resources				4.0					4.0	40.0	4.0		
	Field Work													
	Wetlands/Waters of the US													
	Vegetation and Noxious Weeds													
	Threatened and Endangered Species													
3.H	Historic Resources				2.0					4.0			65.0	10.0
3.I	Non-historic Section 4(f)			15.0	3.0									
3.J	Community Demographics				4.0			25.0		4.0				
		2.0	\$	12	69	8	20	25	25	14	40	4	65	10
		\$ 260.00	\$ 2,700.00	\$ 1,320.00	\$ 19,665.00	\$ 1,600.00	\$ 2,500.00	\$ 3,375.00	\$ 3,875.00	\$ 2,170.00	\$ 5,800.00	\$ 800.00	\$ 9,425.00	\$ 1,800.00

		Pinyon Environmental												
		Project Controller	Task Manager	Field Specialist/Project Assistant	Scientist V	Engineer II	Field Engineer/Scientist	Field Engineer/Scientist II	Scientist	CAD/GIS Specialist II	Field Engineer/Scientist III	Scientist II	Cultural Resource Specialist II	Cultural Resource Specialist III
4	Preliminary and Design													
4.A	Design Plans, Specifications, and Estimates (PS&E)													
4.A.1	60% FIR, 90% FOR, and Final PS&E													
	60% FIR													
	Front End Documents													
	Roadway Typical Sections													
	Underpass Typical Sections													
	Summary of Approximate Quantities													
	Quantity Tabulations													
	Survey Control													
	Horizontal Control													
	SUE Plans													
	Removal Plans													
	Roadway Plans, Profiles, and Details													
	Roadway Paving Plan and Details													
	Grading Plan													
	Grading Detail Sheets													
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans													
	Water, Sanitary, and Storm Plans, Profiles, and Details													
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details													
	Underpass Typical Sections, Flared Details, Headwall Details													
	Wall/Wingwall Plans, Elevations, Sections, and Details													
	Railing Details													
	Misc. Structure Details													
	Signing and Striping Plans													
	Landscape Layout, Material Plans, and Details													
	Planting Plans and Details													
	Irrigation Plans and Details													
	Lighting Plans and Details													
	Underpass Lighting Plans and Details													
	Electrical Lighting Plans and Details													
	Stormwater Management Plans, Reports (2)													
	Construction Phasing Plans													
	Maintenance of Traffic Plans													
	Maintenance of Traffic Plans - Shoddy													
	Utility Plans and Matrix													
	Roadway Cross Sections													
	Specifications													
	OPCC													
	QA/QC													
	90% FOR													
	Response to up to one (1) round of City and CDOT comments, up to two (2) total													
	90% Plan Development													
	QA/QC													
	Final													
	Response to up to one (1) round of City and CDOT comments, up to two (2) total													
	Final PS&E Development													
	QA/QC													
	Bid Set													
	Response to up to one (1) round of City and CDOT comments, up to two (2) total													
	Bid Set PS&E Development													
	QA/QC													
4.B	ROW Plans													
	Plans													
4.C	Preliminary Reports													
	Traffic Report													
	Utility Impact Report													
4.D	Coordination of Design													
	Utility Coordination													
4.E	Floodplain Development Permit													
		\$	0	0	0	0	0	0	0	0	0	0	0	0
			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
5	Additional Services													
	Additional Services													
		\$	0	0	0	0	0	0	0	0	0	0	0	0
			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
EXP	Reimbursable Expenses													
	Reimbursable Expenses													
														992.48
	Total Labor Fee													55,290.00
	Total Expense Fee													992.48
	Total Contract Amount (Not to Exceed)													

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate
Thursday, July 24, 2025

		Triunity								Western States	
Item	Task	Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager/ Sr. Agent	Clerical	
	Rate	\$ 260.00	\$ 215.00	\$ 200.00	\$ 170.00	\$ 125.00	\$ 115.00	\$ 100.00	\$ 115.00	\$ 80.00	
	Hours	4.0	156.0	-	-	152.0	-	16.0	70.0	10.0	
	Estimated Total	\$ 1,040.00	\$ 33,540.00	\$ -	\$ -	\$ 19,000.00	\$ -	\$ 1,600.00	\$ 8,050.00	\$ 800.00	
	Estimated Total by Firm	\$ 55,180.00							\$	8,850.00	
1	General Services and Project Management										
1.A	Project Management		22.0			4.0		14.0			
	Project Management and Oversight										
1.B	Project Coordination/Meetings										
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)										
1.B.2	Progress Meetings										
	Weekly Project Team Meetings (up to twenty (20))										
	Monthly PMT Meetings (up to ten (10))										
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))										
1.B.3	Stakeholder Meetings (up to five (5))										
1.B.4	Agency and Stakeholder Coordination (up to five (5))										
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))										
1.B.6	CDOT File Keeping and Requests for Reimbursement										
1.B.7	Permanent Easement Acquisition Support Services								70.0	10.0	
1.B.8	Alternative Delivery Evaluation										
		-	22.0	-	-	4.0	-	14.0	70.0	10.0	
		\$ -	\$ 4,730.00	\$ -	\$ -	\$ 500.00	\$ -	\$ 1,400.00	\$ 8,050.00	\$ 800.00	
2	Data Collection										
2.A	Utility Locates and Subsurface Utility Engineering (SUE)										
	SUE Quality Level B, C, & D										
	Geophysical Investigation "Designation"										
	Professional Services										
	SUE Quality Level A (up to twenty-five (25) test holes)										
2.B	Traffic										
	Data Collection										
	Analysis										
	Technical Memorandum										
2.C	Floodplain Impact Study										
2.D	Drainage										
2.E	Irrigation Ditch Realignment										
		-	-	-	-	-	-	-	-	-	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Clearance										
3.A	General Project Management										
3.B	Air Quality										
3.C	Noise										
3.D	Hazardous Materials										
3.E	Biological Resources										
	Field Work										
	Wetlands/Waters of the US										
	Vegetation and Noxious Weeds										
	Threatened and Endangered Species										
3.H	Historic Resources										
3.I	Non-historic Section 4(f)										
3.J	Community Demographics										
		-	0	0	0	0	0	0	-	0	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

		Triunity							Western States	
Item	Task	Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager/ Sr. Agent	Clerical
4	Preliminary and Design									
4 A	Design Plans, Specifications, and Estimates (PS&E)									
4.A.1	60% FIR, 90% FOR, and Final PS&E									
	60% FIR									
	Front End Documents									
	Roadway Typical Sections									
	Underpass Typical Sections									
	Summary of Approximate Quantities									
	Quantity Tabulations									
	Survey Control									
	Horizontal Control									
	SUE Plans									
	Removal Plans									
	Roadway Plans, Profiles, and Details									
	Roadway Paving Plan and Details									
	Grading Plan									
	Grading Detail Sheets									
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans									
	Water, Sanitary, and Storm Plans, Profiles, and Details									
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details									
	Underpass Typical Sections, Flared Details, Headwall Details									
	Wall/Wingwall Plans, Elevations Sections, and Details									
	Railing Details									
	Misc. Structure Details									
	Signing and Striping Plans									
	Landscape Layout, Material Plans, and Details									
	Planting Plans and Details									
	Irrigation Plans and Details									
	Lighting Plans and Details									
	Underpass Lighting Plans and Details									
	Electrical Lighting Plans and Details									
	Stormwater Management Plans, Reports (2)									
	Construction Phasing Plans									
	Maintenance of Traffic Plans									
	Maintenance of Traffic Plans - Skoolfy									
	Utility Plans and Matrix	1.0	50.0			52.0		2.0		
	Roadway Cross Sections									
	Specifications									
	OPCC									
	QA/QC									
	90% FOR									
	Response to up to one (1) round of City and CDOT comments, up to two (2) total									
	90% Plan Development	1.0	42.0			52.0				
	QA/QC									
	Final									
	Response to up to one (1) round of City and CDOT comments, up to two (2) total									
	Final PS&E Development									
	QA/QC									
	Bid Set									
	Response to up to one (1) round of City and CDOT comments, up to two (2) total									
	Bid Set PS&E Development	2.0	42.0			44.0				
	QA/QC									
4 B	ROW Plans									
	Plans									
4.C	Preliminary Reports									
	Traffic Report									
	Utility Impact Report									
4.D	Coordination of Design									
	Utility Coordination									
4 E	Floodplain Development Permit									
		4	134	0	0	148	0	2	0	0
		\$ 1,040.00	\$ 28,810.00	\$ -	\$ -	\$ 18,500.00	\$ -	\$ 200.00	\$ -	\$ -
5	Additional Services									
	Additional Services									
		0	0	0	0	0	0	0	0	0
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXP	Reimbursable Expenses									
	Reimbursable Expenses								\$	10,750.00

		Triunity						Western States	
Item	Task	Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager/ Sr. Agent
	Total Labor Fee	\$ 55,180.00						\$	8,850.00
	Total Expense Fee	\$ -						\$	10,750.00
	Total Contract Amount (Not to Exceed)								

		T2ue										105 West							Totals
Item	Task	Professional Engineer	Project Manager	SUE Manager	Assistant Project Manager/EIT	CADD Technician	Administration	Designating (2-Man Crew)	QA Test Hole (Each)	Survey of Test Hole (Each)	Asphalt or Concrete Coring (Each)	Director of Surveying/Mapping	Survey Manager	Project Surveyor	Survey Technician	Party Chief	Instrument Operator	GPS/Robotic (1-Man)	
	Rate	\$ 205.00	\$ 175.00	\$ 185.00	\$ 125.00	\$ 120.00	\$ 100.00	\$ 285.00	\$ 1,000.00	\$ 100.00	\$ 200.00	\$ 180.00	\$ 175.00	\$ 160.00	\$ 130.00	\$ 120.00	\$ 80.00	\$ 175.00	
	Hours	6.0	14.0	5.0	3.0	14.0	4.0	17.0	25.0	25.0	15.0	7.0	11.0	10.0	8.0	10.0	10.0	8.0	
	Estimated Total	\$ 1,230.00	\$ 2,380.00	\$ 925.00	\$ 375.00	\$ 1,680.00	\$ 400.00	\$ 4,845.00	\$ 25,000.00	\$ 2,500.00	\$ 3,000.00	\$ 1,260.00	\$ 1,925.00	\$ 1,600.00	\$ 1,040.00	\$ 1,200.00	\$ 800.00	\$ 1,400.00	\$ 8.0
	Estimated Total by Firm			\$							42,235.00	\$							11,925.04
1 General Services and Project Management																			
1A	Project Management																		40.00
	Project Management and Oversight																		250.00
1B	Project Coordination/Meetings																		6.00
1B.1	Initial Meetings - Kickoff Meeting (up to 1)																		17.00
1B.2	Progress Meetings																		-
	Weekly Project Team Meetings (up to twenty (20))																		218.00
	Monthly PMT Meetings (up to ten (10))																		85.00
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))																		87.00
1B.3	Stakeholder Meetings (up to five (5))																		60.00
1B.4	Agency and Stakeholder Coordination (up to five (5))																		60.00
1B.5	Design Review and Issue and/or Comment Resolution Meetings (up to four (4))																		75.00
1B.6	CDDT File Keeping and Requests for Reimbursement																		5.00
1B.7	Permanent Easement Acquisition Support Services																		100.00
1B.8	Alternate Delivery Evaluation																		50.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,038.00
2	Data Collection																		231,720.00
2A	Utility Location and Subsurface Utility Engineering (SUE)																		8.00
	SUE Quality Level B, C, & D																		14.00
	Geophysical Investigation "Designation"																		17.00
	Professional Services	6.0	14.0	5.0	3.0	14.0	4.0	17.0											77.00
	SUE Quality Level A (up to twenty-five (25) test holes)								25.0	25.0	15.0								4.00
2B	Traffic																		4.00
	Data Collection																		60.00
	Analysis																		23.00
	Technical Memorandum																		30.00
2C	Floodplain Impact Study																		67.00
2D	Crane-lift																		415.00
2E	Impingement Data Reassignment	6.0	14.0	5.0	3.0	14.0	4.0	17.0	25.0	25.0	15.0	-	-	-	-	-	-	-	787.00
		\$ 1,230.00	\$ 2,380.00	\$ 925.00	\$ 375.00	\$ 1,680.00	\$ 400.00	\$ 4,845.00	\$ 25,000.00	\$ 2,500.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	183,665.00
3 Environmental Clearance																			
3A	General Project Management																		50.00
3B	Air Quality																		14.00
3C	Noise																		18.00
3D	Hazardous Materials																		25.00
3E	Biological Resources																		50.00
	Field Work																		-
	Wetlands/Waters of the US																		-
	Vegetation and Native Plants																		-
	Threatened and Endangered Species																		-
3H	Historic Resources																		81.00
3I	Non-historic Section 4(f)																		15.00
3J	Community Demographics																		337.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	62,475.00

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Kimley-Horn and Associates, Inc.** a North Carolina corporation hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing Professional Engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates the City Engineer as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by such person and such person's designees.
- 5.2 The Consultant designates Matt Ciarkowski, P.E. as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant

to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 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 include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion 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 the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City 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 the City, its officers, or its employees.

8.0 INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant.
- 8.2 The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.
- 8.3 Notwithstanding the foregoing, if the Consultant is providing architectural, engineering, surveying or other design

services under this Agreement, the extent of the Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City, provided City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Agreement. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City, except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

Kimley-Horn and Associates, Inc.
1125 17th Street, Suite 1400
Denver, CO 80202
Telephone: (303) 228-2300

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, national origin, sexual orientation, gender identify or expression, marital status or any other protected basis. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

(The remainder of this page intentionally left blank)

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____

Attest: _____
Genny Kline, Deputy City Clerk

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
A North Carolina Corporation


By: Anthony Pratt, PLA , ENV SP

Title: Associate



Exhibit A – Scope of Services

August 28, 2025

Mr. Cameron Fowlkes, PE, CFM
City of Louisville
749 Main Street
Louisville, CO 80027

RE: *South Street Underpass Final Design Scope of Work*

Dear Mr. Fowlkes,

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this scope and fee proposal to the City of Louisville (the "City") for providing civil engineering services to prepare final design plans for the pedestrian underpass at the intersection of South Street & CO42 ("South Street Underpass" or "Project").

Project Understanding

Kimley-Horn understands that the City desires conceptual design, final design, engineering, construction plan preparation, property acquisition, and utility coordination services for the South Street Underpass Project. The intent of the project is to prepare design and construction documents for a pedestrian underpass within the South Street influence area. The pedestrian underpass is anticipated to be located within the Delo Plaza subdivision (Parcel Number 157508167002, Boulder County Account Number R0606777) and may include improvements and may include along of South Street from Lee Avenue to CO42 and along CO42 from Short St to approximately the southern limits of Miner's Field (the "Project Limits") It is understood that the exact alignment and project improvements will be determined as a part of Task 4 Conceptual (30%) Design.

Proposed improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and associated improvements.

Scope of Services

Task 1 General Services and Project Management

Task 1.A Project Management

Project Management and Oversight

Kimley-Horn and the Project Team will provide project management and oversight for the project. This task is intended to capture the effort for the project management and administration necessary for this project, consisting of subconsultant management, invoicing, progress reports, schedule maintenance, document of control, etc.

Task 1.B Project Coordination/Meetings

Kimley-Horn will coordinate with the City and Consultant Team to establish and engage the Project Management Team (PMT) for the project and develop a list of agencies and Stakeholders. Kimley-Horn will

coordinate, prepare for and attend meetings with the PMT, Stakeholders, and the public as outlined in the following tasks.

Task 1.B.1 Initial Meetings

Kickoff Meeting

Kimley-Horn will prepare for, coordinate, and attend up to one (1) two-hour virtual Kickoff Meeting. This meeting is anticipated to consist of up to five (5) Kimley-Horn team members, subconsultants (the “Project Team”), City staff (including Public Works, Planning, and Parks), CDOT staff including the City’s local agency coordinator at CDOT, Boulder County, City of Lafayette, and others as required.

Task 1.B.2 Progress Meetings

Project Team Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual meetings with the Project Team (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, and to prepare for upcoming PMT, Stakeholder, and other meetings.

Project Management Team (PMT) Meetings

Kimley-Horn will prepare for, coordinate, and attend monthly virtual meetings with the PMT (up to ten (10) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, discuss the schedule and make key decisions. These meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:

- Activities required to be completed since the last meeting;
- Problems encountered and effectiveness of previous meeting;
- Activities required to be completed by the next meeting;
- Solutions proposed for unresolved and anticipated issues; and
- Coordination and Information or items required from other agencies and Stakeholders.

The PMT is anticipated to consist of City decision-making staff, CDOT, and Project Team members as needed. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each PMT Meeting.

Project Manager Check-in Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual City/Consultant Project Manager Coordination Meetings (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review project status and coordinate on action items.

Task 1.B.3 Stakeholder Meetings

Kimley-Horn will prepare for, coordinate, and attend up to eight (8) meetings with the Stakeholders to obtain input on project elements and the preferred design approach. This task includes up to two (2) one-hour in-person meetings and up to six (6) one-hour virtual meetings. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each Stakeholder Meeting. Stakeholder

Meetings are anticipated to consist of City staff, property owners, businesses, residents, consultant PM, and Project Team members, as needed.

Task 1.B.4 Agency and Stakeholder Coordination

Kimley-Horn will prepare for, coordinate, and attend up to seven (7) one-hour virtual independent coordination meetings with affected agencies and Stakeholders. It is anticipated that these meetings will consist of City staff, City of Lafayette staff, Boulder County staff (Parks, Transportation, and Engineering), CDOT staff, FHWA, Denver Regional Council of Governments (DRCOG), Colorado Parks and Wildlife, other potential permitting authority agencies, businesses, residents, consultant PM, and Project Team members, as needed.

Task 1.B.5 Design Review, and Issue and/or Comment Resolution Meetings

Kimley-Horn will prepare for, coordinate, and attend design review, and issue and/or virtual comment resolution meetings (up to four (4) one-hour meetings) with City, agencies, or other Stakeholder reviewers and/or decision-makers as needed to present designs and/or issues, and to seek resolution of comments and issues. It is anticipated that these meetings will consist of City staff, consultant PM, and Project Team members, as needed. It is anticipated that these meetings will consist of the following types/intervals:

- Screening Criteria;
- City Council Meetings;
- Design development meetings;
- Maintenance agency/entity reviews;
- Pre-submittal Meetings;
- Utility Coordination Meetings; and
- ROW acquisition meetings.

Task 1.B.6 CDOT File Keeping and Requests for Reimbursement

Kimley-Horn will track time and invoices and prepare documentation in accordance with CDOT and Federal Aid requirements. Kimley-Horn will assist in preparation of up to two (2) requests for reimbursements (RFRs).

Task 1.B.7 Property Acquisition

It is understood that in support of the project, up to one (1) parcel will need to be acquired. It is understood that federal funding is being administered and therefore acquisition efforts must comply with the Uniform Act and CDOT policies. It is understood that relocation assistance will not be required.

Kimley-Horn, through use of a qualified subconsultant, Western States Land Services (WSLS) will assist with the City's acquisition of up to one (1) parcel.

Meetings and General Coordination/Research

WSLS will meet with the appropriate Project Team and City representatives to assist with the various coordination efforts and design review. WSLS will also meet with the affected landowners to discuss the status of acquisition and to develop responses to landowner questions or feedback.

Title

Western States will order one title commitment through a title company for up to one (1) parcel.

Valuation

A third-party appraisal and appraisal review for up to one (1) parcel is provided in the scope because the property interest will be higher than \$25,000.

Preparation of Documentation

WSLS will draft the initial Notice of Interest Letter and an Offer to Purchase letter that meet CDOT standards. WSLS will use the CDOT MOA and standard City conveyance forms that will be filled out by our staff and reviewed by the City prior to issuance.

Negotiations

Prior to starting the appraisal WSLS will issue the NOI letters and attempt to meet with the landowner and the appraiser(s) to review the property. After the appraisal(s) are completed and a FMV is approved by the City, WSLS will present an Offer on behalf of the City. Once the Offer has been issued, WSLS will discuss the compensation being offered and obtain initial feedback. Throughout negotiations, WSLS will maintain current communication with the City and Project Team regarding the status of the negotiations and any issues that may arise. If determined that a voluntary settlement is unable to be negotiated, WSLS will discuss remaining options with the Project Team.

Closings

Once an agreement is reached, the final documentation will be forwarded to the City for review and approval. Upon acceptance of the executed Agreement WSLS will coordinate the closing through the title company. If the City would like to obtain title insurance, they can purchase this directly from the title company.

Condemnation

If it is determined that eminent domain is necessary, WSLS will be available to provide testimony as to their good faith negotiations at an IP hearing. All acquisition efforts will meet and exceed the statutory requirements for good faith negotiations.

Right of Way Clearance

Once the property has been acquired and closed WSLS will submit complete files to CDOT requesting ROW Clearance. Once clearance is received WSLS will consider their efforts to be complete.

Task 1.B.8 Alternative Delivery Method Evaluation

It is understood that the City desires to consider an Alternative Project Delivery Method (e.g. Design-Build, Construction Manager/General Contractor) for the project and evaluate the benefits in comparison to traditional Design-Bid Build. Kimley-Horn will support the City in consideration and evaluation of delivery methods for the project. This task is anticipated to consist of coordination with the City, CDOT, and FHWA

to define the process required for the evaluation and working with CDOT for preparation of a Project Delivery Selection Matrix and attendance of a Project Delivery Selection Workshop.

Due to the unknown nature of these services, we have assumed up to fifty (50) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Task 1 Assumptions:

- Up to one (1) virtual two-hour Kickoff Meeting
- Up to twenty (20) virtual one-hour PMT Meetings
- Up to twenty (20) virtual one-hour bi-weekly City/Consultant PM Coordination Meetings
- Up to two (2) one-hour in-person Stakeholder Meetings
- Up to six (6) one-hour virtual Stakeholder Meetings
- Up to seven (7) virtual one-hour Agency/Stakeholder Meetings
- Up to four (4) virtual one-hour Design Review and Issue and/or Comment Resolution Meetings
- Website to be hosted and managed by City of Louisville
- Up to one (1) ROW acquisition

Task 1 Deliverables

- Meeting Agendas, Minutes, Materials
- Monthly Progress Reports in CDOT format
- Property Acquisition of up to one (1) fee parcel. City will pay for closing costs and title insurance.
- Up to one (1) Title Commitment
- Up to one (1) Eminent Domain Appraisal
- Up to one (1) Appraisal Review

Task 2 Data Collection

Task 2.A Utility Locates and Subsurface Utility Engineering (SUE)

Kimley-Horn, through use of a qualified subconsultant, T2UE Utility Engineers (T2ue), will complete utility locates and Quality Level A (QLA) and Quality Level B (QLB) Subsurface Utility Engineering (SUE) investigation as outlined below.

T2ue will conduct utility investigations meeting the requirements of ASCE 38-22, C.R.S. 9-1.5-103. The scope of services identified below provides for a QLA, QLB, QLC, and QLD investigation. T2ue will conduct, document, stamp, and seal a Subsurface Utility Engineering (SUE) investigation of the project area to document existing utilities within the project limits. As part of the SUE investigation for this project, T2ue will complete the following tasks.

Records Research

T2ue will submit a Subsurface Utility Engineering ticket to Colorado 811 to aid in the identification of Utility Owners that may have facilities on, or be affected by, the project. T2ue will request, collect and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility

Owner officials and authorities. T2ue will compile a list of all utility companies contacted for information and note information received with contact information for each response and note non-response if applicable.

Field Utility Investigation (Utility Designation)

T2ue will utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary survey markings. Utility type or ownership that cannot be confirmed by the field investigation will be termed “unknown”. T2ue will utilize a suite of equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes. If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured. Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance.

Survey

T2ue will survey the utility designation marks and utility appurtenances referenced to the project survey controls. The results of this utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum as specified by the client and existing survey grade control points provided to T2ue for their use if available. In the absence of direction from the client or a control diagram, T2ue will choose a Local Coordinate System based on either local or NAVD88 vertical datum. T2ue will prepare a survey as depicted within the Project Limits. The following information will be located and obtained for specific visible utilities where access is possible and safe for personnel:

- The alignment of non-visible underground utilities based upon the survey of surface designations (markings) as performed by T2ue.
- Location of visible surface evidence of the various utility systems, such as utility poles, manholes, inlets, catch basins, culverts, valves, and fire hydrants.
- The location of each main, pipe, conduit line, and other structures will be indicated based upon safely observable evidence.
- Sanitary and Storm Sewers: Rim and invert elevations and/or flow of all manholes, inlets and catch basins.
- Water Mains: location of all valves and hydrants.
- Gas Mains: location of valves.
- Telephone pedestals, electric pedestals, and transformers.
- Other visible utility surface features.
- The alignment of non-visible underground utilities based upon the survey of surface markings by an underground utility locating service or utility companies.
- The Horizontal datum will be based upon Colorado State Plane North coordinates.
- Vertical datum will be based upon NAVD 88 (North American Vertical Datum of 1988).

Utility Depictions Per ASCE/UESI/CI 38-22 Standard

T2ue field crews will use tablets or laptops to field sketch line work and structures while conducting the investigation process. This sketch will consist of notes from the investigation. The field sketch will be provided to the survey team to ensure all field marks are accurately collected. Information will be reviewed in the office to ensure the data collected is accurate. The surveyed data will be reconciled with the utility records and other supporting information, and each utility segment is assigned a Quality Level by a Colorado PE in responsible charge of the investigation.

QA/QC

T2ue will generate and review permits and Maintenance of Traffic plans. T2ue will review the field investigation documents and records collected as a part of records research. Use professional judgment to assign quality levels and horizontal positions to subsurface utilities. T2ue will consolidate and draft the collected field information in a SUE deliverable.

Review Findings

T2ue will assist in the evaluation of utilities and make recommendations for potential major utility conflicts.

Quality Level A (QLA)

T2ue will perform Quality Level A test holes as outlined below to determine the location and depth of the existing utility lines. T2ue will use minimally intrusive excavation techniques, which ensure the safety of the excavation and the integrity of the utility line to be documented. Other lines which may be encountered during the excavation will be noted. The excavation will be conducted by means of air or hydro vacuum excavation equipment manufactured specifically for this purpose. To help minimize the number of test holes required, T2ue will lay out the holes and re-designate the associated utility prior to excavation. Test Hole Data Reports will be signed and sealed by a professional engineer and will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found.

Documentation

Deliverables produced from the Subsurface Utility Engineering (SUE) investigation will be:

- A drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set that is signed and sealed by a licensed PE.
- Invert elevations that reference the Client's specified project datum (if provided).
- An electronic file containing utility line work in AutoCAD format.
- Test hole Summary Reports presented in electronic format signed and sealed by a licensed PE. Test Hole Data Reports will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found. The data collected as a part of the QLA investigation will then be incorporated into the existing utility drawing.
- A utility contact list to consist of the utility provider, contact name, email address, and phone numbers shown in the utility general notes and specifications.

- A SUE Report signed and sealed by a Professional Engineer is excluded but can be provided at an additional out-of-scope cost to the Client.

QLB/C/D Utility Investigation Assumptions, Exclusions, and Stipulations

- T2ue cannot guarantee that they will find all unknown, abandoned, retired, or inactive utilities.
- Individual utility services to homes and buildings will consist of water, electricity, and natural gas. Telephone and CATV services are excluded but can be performed at an additional out-of-scope cost to the Client.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, and landscape irrigation two inches in diameter or less (both public & private) are excluded.
- Utility vault dimensions and/or diagrams are excluded but can be performed at an additional out-of-scope cost to the Client.
- Diagrams of the conduits within vaults are excluded but can be performed at an additional out-of-scope cost to the Client.
- Overhead utility lines will be shown as a singular line running pole to pole. T2ue will attempt to identify both ownership & connections on the poles and incorporate this information into the plans.
- Pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions are excluded but can be performed at an additional out-of-scope cost to the Client.
- Butterfly diagrams or 3D modeling (with pipe networks) are excluded.
- The removal of Colorado 811 paint marks or designation marks is excluded.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- No utility coordination, utility relocation design, or conflict analysis will be performed as part of this scope as it will be performed by Triunity.
- T2ue will provide traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Up to three (3) days of Traffic Control Flag men have been provided in the estimate for QLB designating and survey of designations.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils, typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.

QLA Investigation Assumptions, Exclusions, and Stipulations

- It is assumed that each hole will be excavated with the intent of finding one utility per hole. If additional utilities are discovered within a hole, data for each additional utility will be collected and a separate test hole report will be provided. Each test hole report for an unintended utility will be billed as a reimbursable expense at \$250/test hole report.

- If test holes are proposed over multiple utilities with the intent of exposing multiple utilities within one test hole (pothole), T2UE will invoice the Client at a per test hole rate multiplied by the number of target utilities that were proposed and exposed.
- The Client will have test hole locations determined prior to the commencement of T2ue's services. If the parameters of the QLA investigation change after T2ue has initiated QLA services, T2ue will discuss the implications for workflow, traffic control, and other activities with the Client and determine if a change order or additional funds are needed to account for the changes.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- If the vacuum excavation truck utilized by T2ue for test holes (potholes) is used, this truck employs an air-lance system and is not hydro-based. As a cost-saving measure on this project, native backfill compacted in six-inch lifts and cold patch is recommended to restore test holes, if permissible. It is assumed that all holes will follow this restoration method, and that slurry and hot patch are not provided as part of this proposal but can be performed at an additional out-of-scope cost to the Client.
- T2ue will perform fifteen (15) concrete or asphalt cores. If additional concrete or asphalt coring is required, they will be completed under the reimbursable section for \$200 per hole.
- If the dimensions of a utility necessitate a test hole diameter exceeding 18 inches, an additional test hole will be billed as a reimbursable expense.
- The standard price for test holes consists of excavation to a depth of six feet. For every foot of depth over six feet, an additional \$95/foot will be billed as a reimbursable expense. If a test hole is on a QLC or QLD utility line, T2ue will excavate to a maximum depth of six feet unless directed otherwise by the Client.
- T2ue will do everything within our control to access the test hole locations; however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, safety concerns, etc., and may not be able to be excavated. If any of these instances occur, they will be discussed with the Client and noted accordingly.
- T2ue will provide up to four (4) days of traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Removal of One-Call marks and designation paint, concrete panel replacement or restoration, landscape restoration, and shoring are not included.
- Traffic Control Flag men have not been included in the estimate for QLA test holes.

SUE Limits

T2ue will complete a QLB SUE investigation within the limits highlighted in green in Figure 1 below. It is understood that information collected as part of the CO42 Design and ROW project in October 2023 will be used in preparation of the QLB SUE plans. The QLA investigation will consist of up to twenty-five (25) test holes.



Figure 1 – SUE Limits

Deliverables

- SUE Plans
- Test Hole Data Reports

Task 2.B Floodplain Impact Study

Kimley-Horn will complete a floodplain impact study for the proposed storm improvements that will outfall into Coal Creek Drainageway A, which is a regulated FEMA floodplain (Zone AE). Kimley-Horn does not anticipate any fill being placed within the floodplain and that hydraulic modeling will not need to be completed for the proposed project to analyze the potential impacts to flooding. This task will consist of producing cross sections to show that the project is not producing fill in the floodplain. In addition, a “Statement of No Impact” will be provided stating that there is no fill with the regulatory floodplain, the project will not increase BFEs of the Coal Creek Drainageway A floodplain, and the project will not adversely impact adjacent properties. If it is determined that fill will be placed within the floodplain, a detailed hydraulic analysis will be required to analyze the impacts and show that there is no-rise created by the project. This is not included as part of this task but can be completed as an additional service.

Task 2.C Drainage

Kimley-Horn will take the 30% drainage design that has been completed and advance to 60%, 90%, Final, and Bid Set level design. Kimley-Horn will complete a detailed proposed conditions analysis for the drainage patterns to assist with preparing a final drainage analysis. This analysis will provide a detailed analysis for sizing of the selected drainage improvements from the 30% design efforts. This task will take the selected alternative to final design, which consists of detailed grading of the drainage improvements, completing drainage basin calculations for the 10-year and 100-years storm events utilizing the rational method, storm sewer design calculations utilizing StormCAD, and inlet calculations.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Drainage Report (60%, 90%, Final, Bid)

Task 2.D Irrigation Ditch Realignment

Kimley-Horn will prepare design calculations for the realignment of the open channel irrigation ditch along the east side of CO-42. This will consist of coordination with Boulder County, comprehensive design calculations alongside detailed construction documents. Kimley-Horn will finalize key alignments and hydraulic calculations, ensuring an efficient flow and optimal performance. This stage will also encompass a thorough assessment of environmental impacts and necessary regulatory compliance that will be completed the environmental team as part of Task 4.

Kimley-Horn will refine these calculations in the 90% design phase, integrating relevant construction details and specifications. The construction documents will provide clear guidelines for the execution of the realignment.

Additionally, Kimley-Horn will prepare SWMP plans for the ditch realignment which will consist of initial, interim, and final conditions along with a report on revegetation and seeding specifications.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Construction Documents (60%, 90%, Final, Bid Set)
- SWMP Plans and Report (60%, 90%, Final, Bid Set)

Task 3 Framework and Conceptual Design

Kimley-Horn, RE:Land, and Otak will complete an alternatives analysis to determine the preferred alignment and associated improvements of the pedestrian underpass for up to three (3) alternatives. These alternatives will be prepared to provide the desired grade-separated pedestrian crossing of CO42 while maintaining an access to the Delo subdivision from CO42 south of Short Street, making use of the privately owned parcel north of South St. The team will consider previously completed analysis and design considerations to inform the Alternatives Analysis.

Task 3.A Framework (15%) Plans

Based on the City's goals, requirements, and criteria, The Team will complete a Conceptual Sketch Plan to study circulation and scope extents for up to three (3) alternatives. The Team will meet with the City to review and select up to two (2) alternatives to be advanced to Framework (15%) Plans for review and selection with the City and for stakeholder approval. The Framework (15%) Plans are anticipated to consist of the following:

- Site Programming + Land Use Areas Development;
- Land Use + Open Space Metrics;
- Preliminary Circulation + Parking Development;
- Preliminary Walls, Hardscape Materials + Planting Zones Diagram; and
- Preliminary Plan Overview Report.

Order of magnitude costs will be considered at the Framework Plan level. A detailed Engineer's Opinion of Probable Construction Costs (EOPCC) will not be prepared at the Framework Plan level.

The Team will meet with the City to review and select up to one (1) alternative to be advanced to a Preferred Conceptual (30%) Design.

Task 3.B Conceptual (30%) Design

Kimley-Horn, RE:Land, and Otak will develop a Conceptual (30%) Design for the preferred alternative identified in Task 3.A. This plan is anticipated to consist of the following. The team will develop a design model and base map in preparation of the Conceptual (30%) design. Formal construction drawings will not be completed as a part of this task.

- Preferred Site Program
- Plan Overview Report
- Preferred Site Plan Package
 - Illustrated Site Plan
 - Schematic Circulation Diagram
 - Schematic Grading and Drainage Diagram
 - Schematic Hardscape and Specialty Features Diagram
 - Schematic Lighting Diagram
 - Schematic Planting Diagram
 - Preliminary materials quantities + design features list
- Up to two (2) character boards, portraying the envisioned material/planting palette
- Up to two (2) rendered perspective illustrations to describe the proposed site experience
- Up to one (1) Preliminary Opinion of Probable Construction Costs

Task 4 Environmental Clearance

Kimley-Horn, through use of a qualified subconsultant, Pinyon Environmental, will advance the environmental clearances in accordance with the National Environmental Policy Act (NEPA) clearances and associated permits and mitigation requirements as necessary for the project. The purpose of the Project is to complete environmental clearance and design to enable the City to construct the project improvements.

This Project consists of funding from Colorado Department of Transportation (CDOT); therefore, a National Environmental Policy Act (NEPA) study will be required. Based on an initial coordination meeting held December 20, 2024, with the City, the Project environmental clearance is to be a segment of independent utility and is anticipated to be a separate Categorical Exclusion (CatEx) from other improvements on the CO 42 corridor. Pinyon will support the Project by completing technical studies as outlined in Attachment A.

Pinyon, in coordination with Kimley Horn, is under contract to support 60% design and identify ROW needs for the advancement of the City CO 42 corridor improvements segment (Pine Street to Paschal Drive) under a separate scope and fee. For the purpose of scoping, this proposal assumes will ultimately be independent design packages, requiring separate environmental clearances (note: environmental clearance documentation for the CO 42 corridor improvements project is provided under separate scopes of work). Should the projects be combined, scope and fee will need to be revisited.

Task 4.A General Project Management

Pinyon will complete general project management, contract administration, invoicing, etc. This task consists of attendance at up to three (3) project progress meetings (i.e., kick-off meeting, FIR and FOR), up to two (2) progress management team (PMT) meetings, and three (3) coordination meetings with CDOT Region 4 Environmental staff. The meetings will be attended virtually. Project duration is assumed to be up to eighteen (18) months.

Deliverables

- Monthly invoices
- Progress Reports

Task 4.B Air Quality

Based on project review, a conformity analysis will be required as the project location is in the Denver Metro/North Front Range ozone nonattainment area. Pinyon will document the conformity findings in an Air Quality Technical Memorandum that complies with CDOT's Air Quality Project-Level Analysis Guidance. This scope does not include a quantitative analysis for greenhouse gas (GHG) emissions as the project is not expected to be considered a "regionally significant transportation capacity project".

Deliverables

- Air Quality Technical memorandum

Task 4.C Noise

Based on project review, this is a Type III project, exempt from noise modeling. This will be documented in a Type III Noise Memorandum to file.

Deliverables

- Type III Noise Memorandum to File

Task 4.D Hazardous Materials

Pinyon will complete CDOT Form 881 and obtain an agency database (i.e., ERIS) review. The study area will be the project's limits of disturbance.

Pinyon will collect up to four (4) paint samples for lead-based paint analysis for project components anticipated to be disturbed (e.g., signal poles, concrete). Depending on the substrate, Pinyon will evaluate the lead content for total lead, or by the Toxicity Characteristic Leachate Procedure. It is not anticipated that asbestos sampling will be required, as the project does not include demolition of any structures and suspect materials are not anticipated. No soil or water testing is anticipated at this time (if determined necessary, a change order would be required).

Deliverables

- CDOT Form 881
- Lead Based Paint Samples and Results

Task 4.E Biological Resources*Field Work*

The field survey will be completed by one Pinyon biologist in a one-day period. Field surveys for biological resources will be completed concurrently, as noted in the following subsections. Geographic Information System (GIS) data will be post-processed by a GIS specialist, and provided for incorporation into the project plans, and for impact analysis during advanced design, as applicable. GIS data will be projected in the local State Plane coordinate system.

Deliverables

- GIS Shapefiles

Wetlands/Waters of the US

Pinyon completed a high-level review of potential wetlands/waters of the U.S. (WOTUS) during 2022 and a delineation in 2023 in accordance with U.S. Army Corps of Engineer protocol. One potential WOTUS was identified in the vicinity of the proposed underpass; an open water on the east side of CO 42. It is assumed that there will be impacts to wetlands triggering the need for further permitting, FACWet, and a wetland finding report. Pinyon assumes that wetlands credits will be purchased from a wetland bank, meaning mitigation will be off site. Pinyon assumes that the work can be permitted under a notifying Nationwide Permit (NWP) 14; this requires demonstrated compliance with the National Historic Preservation Act and the Endangered Species Act that is being completed as part of this task order. Findings will also be documented in the Biological Resources Technical Memorandum (BRTM).

Deliverables

- Documented in BRTM
- Wetland Finding
- Preconstruction Notice for use of a NWP 14

Vegetation and Noxious Weeds

List A and B noxious weeds will be mapped, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant, detailed mapping will be stopped and recommendations regarding weed controls will be presented in the BRTM as well as applicable specifications.

It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required.

Deliverables

- Documented in BRTM

Threatened and Endangered Species/Fish and Wildlife

Pinyon will conduct a survey for raptors and other migratory birds within the prescribed buffer area/study area per Colorado Parks and Wildlife (CPW) guidelines. The results of the survey will be documented in the BRTM.

Pinyon will evaluate habitat within the study area for federally and state-listed species, and document within the BRTM. Only a habitat assessment will be conducted; a species-specific survey is not included in this scope. If a species-specific survey is required, additional scope and fee would be necessary.

Given the anticipated limited disturbance that will result from the project, Pinyon assumes that the impact assessment will reveal a *No Effect* to federally listed species. Therefore, coordination with the U.S. Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is *May Affect, But Not Likely to Adversely Affect*, coordination with USFWS in the form of a letter would be required, and additional scope and fee would be necessary.

Deliverables

- Documented in BRTM

Task 4.F Historic Resources

Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory, topographic maps, and local assessor data for the presence of potential historic resources within the APE.

Based on the evaluation completed previously as part of the CO 42 corridor improvements project, there are potentially eligible historic resources (i.e., properties with structures 45 years or older) within the anticipated APE. These resources will be surveyed for compliance with Section 106 of the National Historic Preservation Act (NHPA). If more than three potential historic resources will be impacted by the Project (including temporary and permanent easements), this scope and fee should be revised as this scope consists of eligibility forms for up to three (3) resources.

Impacts to historic resources will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements, if needed. It is assumed that minor slivers of permanent right of way (ROW) needs to be acquired from a City-owned parcel. Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and historic Section 4(f) *de minimis* form(s). Pinyon will meet with CDOT Region 4 twice: once to review data gathered (i.e., OAHP, assessor's data, etc.) and to establish APE; and a second time to review initial eligibility determinations and anticipated effects (including in General Project Management task, above).

Assumptions:

- Any Right of Entry will be coordinated and provided by the Kimley Horn/City

- This scope assumes a Section 106 determination of *no adverse effect*; should the project result in a determination of *adverse effect*, this scope will need to be revisited, and additional fee will be required.
- Should more than three (3) resources for historic survey be identified, this scope will need to be revisited.

Deliverables

- APE Map
- Up to three (3) Architectural Inventory Forms
- Eligibility and Effects Letter
- Draft Section 4(f) De Minimis Letter (for CDOT to submit)

Task 4.G Non-historic Section 4(f) Resources

The Department of Transportation Act Section 4(f) regulation governs the use of land from publicly owned parks; recreation areas; wildlife and waterfowl refuges; and public or private historic sites. As this project has an FHWA nexus, Section 4(f) will apply.

Impacts to recreational facilities will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements and/or ROW; however, preliminary review previous evaluation of the CO 42 corridor indicated the Project may impact Miners Field and/or the Louisville Sport Complex facilities. The enhanced multi-modal connectivity will improve access and connectivity, and likely to result in an enhancement or temporary use exception as defined under Section 4(f) of the Department of Transportation Act. However, as there are anticipated ROW impacts to the Miners Field and/or the Louisville Sports Complex Facilities, a *de minimis* finding is expected and that requires publication notification of the change in use of that land from a recreational use to a transportation use. Pinyon will draft notices to be posted on the City's trails and recreation website as well as NextDoor. No public outreach other than these notifications is included in this scope and associated fee.

Deliverables

- OWJ Letter

Task 4.H Community Demographics

Although Executive Order 12898 has been rescinded, CDOT is in the process of issuing state-specific requirements to comply Colorado legislative requirements to assess human health or environmental effects of its programs, policies, and activities on minority, Limited English Proficiency (LEP), and disabled persons', and low-income populations. Pinyon assumes that this process will be similar to the DOT process previously implemented. During a preliminary review of the corridor during the Future 42 Study, Pinyon utilized the EPA EJScreen Tool and identified none of the Block Groups within the Project has EJ populations.

For this task, Pinyon will comply with the yet-to-be released CDOT process; they expect to utilize the 2020 census data to identify the percent of minority, LEP, disabled person, and low-income populations in the tracts and blocks adjacent to the corridor with those of both Boulder County and the City. It is assumed that impacts, both beneficial and negative, will be borne by all populations equally, meaning that it is assumed

that there will be no disproportionately high and adverse effects to low-income and/or minority populations. Findings will be documented in a memorandum.

Deliverables

- Environmental Justice Memorandum

Resources that CDOT will Complete Internally

It is understood that CDOT will complete Visual Impact Analysis (VIA), Section 6(f), Paleontology, and Archaeology resources internally based on the scope of the project and that there are no impacts. CDOT has directed that local agency projects are not required to complete comply with Senate Bill 40 (SB 40) as it is an agreement amongst state and federal agencies.

Task 5 Preliminary and Final Design

The Project Team will utilize the information gathered during Task 2 and Task 3 to advance the South Street Underpass conceptual design to preliminary 60% and 90% Final Office Review (FOR), Final, and Bid Set level plans, reports, Opinion of Probable Construction Costs (OPCC), and specifications. The submittals are anticipated to consist of preliminary design and plan preparation for improvements within the South Street Underpass influence area and along CO42 as noted in the Project Understanding and determined in Task 3. Improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and other improvements.

Task 5.A Design Plans, Specifications, and Estimates (PS&E)

The Project Team will prepare preliminary design documentation consisting of plans, specifications, OPCC, details, quantities, and reports necessary to develop a preliminary design. The plans will be prepared in accordance with CDOT and City standards.

Task 5.A.1 60%, 90% FOR, Final, and Bid Set PS&E

The 60%, 90% FOR, Final, and Bid Set PS&E are anticipated to consist of the following:

- Title Sheet (up to one (1) sheet);
- Standard Plans List (up to one (1) sheet);
- Abbreviations and Symbols (up to one (1) sheet);
- General Notes (up to one (1) sheet);
- Roadway Typical Sections (up to one (1) sheet);
- Underpass Typical Sections (up to two (2) sheets);
- Summary of Approximate Quantities (up to four (4) sheets);
- Quantity Tabulations (up to eight (8) sheets);
- Survey Control;
- Horizontal Control (up to three (3) sheets);
- Subsurface Utility Engineering (SUE) Plans;
- Removal Plans (up to three (3) sheets);
- Roadway Plans, Profiles, and Details (up to three (3) sheets);
- Roadway/Pedestrian Paving Plan and Details (up to three (3) sheets);
- Grading Plan (up to three (3) sheets);

- Grading Detail Sheets (up to six (6) sheets);
- Drainage, Water Quality, Storm Plan and Profiles, Outfall Plans and Details (up to sixteen (16) sheets);
- Water and Sanitary Plans, Profiles, and Details (up to five (5) sheets);
- Underpass Layout, Trail Plans, Profiles, and Details (up to three (3) sheets);
- Underpass General Information & SAQ sheets (up to one (1) sheet);
- Underpass General Layout Sheet (up to one (1) sheet);
- Underpass Typical Section and Detail Sheets (up to three (3) sheets);
- Headwall Detail Sheets (up to two (2) sheets);
- Wall General Information & SAQ sheets (up to one (1) sheet);
- Wall & Wingwall Sections & Details Sheets (up to six (6) sheets);
- Wall & Wingwall Plan & Elevation Sheets (up to ten (10) sheets);
- Railing Detail Sheets (up to two (2) sheets);
- Staircase Layout and Detail Sheets (up to one (1) sheet);
- Signing and Striping Plans (up to three (3) sheets);
- Landscape and Urban Design General/Summary Sheets (up to ten (10) sheets);
- Plant Protection and Removal Plans (up to two (2) sheets);
- Site Materials Plans (up to four (4) sheets);
- Site Layout (Horizontal Dimensioning) Plans (up to four (4) sheets);
- Site Details Sheet Layout, Keynote Coordination with Site Plan Sheets (up to ten (10) sheets);
- Site Soil Series (up to two (2) sheets);
- Tree Planting Plan (up to two (2) sheets);
- Shrub and Groundcover Plan (up to four (4) sheets);
- Site Planting Details (up to four (4) sheets);
- Irrigation Plans and Details (up to five (5) sheets);
- Lighting Plans and Details (up to four (4) sheets);
- Underpass Lighting Plans and Details (up to four (4) sheets);
- Electrical Plans and Details (up to four (4) sheets);
- Stormwater Management Plans (up to nine (9) sheets, each phase);
- Construction Phasing Plans (up to two (2) sheets);
- Maintenance of Traffic (MOT) Plans (up to three (3) sheets);
- Utility Plans and Matrix;
- Roadway Cross Sections (up to five (5) sheets);
- Specifications;
- OPCC;
- Drainage Report;
- Stormwater Management Report (up to two (2) reports); and
- Utility Impact Report.

Roadway Paving, Grading, and Drainage Plans

Paving, grading, and drainage plans are anticipated to present the proposed civil improvements including roadway, intersection, driveway, sidewalk, curb ramps, and fences/railings with proposed grades and materials in support of the pedestrian underpass at South St & CO42. Pedestrian facilities are anticipated to be designed in accordance with the Public Right-of-Way Accessibility Guidelines (PROWAG).

Drainage

Kimley-Horn will coordinate with Cities of Louisville and Lafayette, CDOT, and Mile High Flood Control District staff and coordinate necessary maintenance agreements. Kimley-Horn will prepare a final drainage report in accordance with the jurisdictional authority indicating the required improvements for the preferred alternative. This task will consist of detailed grading of the drainage swale improvements, producing storm plan and profile construction documents (up to nine (9) sheets), details (up to seven (7) sheets for grass lined swale, plan and profiles, and storm pipe outfall), drainage basin calculations utilizing rational method for the 10-year and 100-year storm events, storm sewer design and sizing calculations for the 10-year and 100-years storm events utilizing StormCAD, swale sizing calculations, pipe outfall design and calculations, existing and proposed drainage plans (up to ten (10) sheets), and final drainage report (up to one (1)).

Stormwater Management Plans

Erosion Control Plans are anticipated to present temporary Best Management Practices ("BMPs") recommended for site construction in accordance with the City and CDOT requirements.

- Cover Sheet
 - This plan will consist of general project information and standard notes.
- Initial, Interim & Final Erosion Control Plans
 - These plans will indicate recommended initial, interim and final BMPs to be utilized to reduce stormwater pollutants anticipated with the construction of the proposed improvements. It is anticipated that the SWMP Plans will be produced at 40-scale and nine (9) sheets will be required to show the Site for each BMP phase.
- Seeding and mulching plan
 - The seeding and mulching plan will be prepared or reviewed by a CDOT Landscape Architect. The plan will consist of specifications.
- Erosion Control Details
 - These plans will consist of standard erosion control BMP details applicable to the plans.

The Stormwater Management Plan Report is anticipated to present construction Best Management Practices, construction sequencing and anticipated inspection schedules recommended for the proposed improvements for this Project. It is assumed the Contractor will be responsible for filing of necessary applications with the State for Construction Activities. Kimley-Horn is not responsible for any inspections of the SWMP implementation nor filing of the CDPS construction activity permit (if the disturbed area is greater than 1 acre).

Structural

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete the design of the structural design for the CO42 underpass at South Street. Otak will also perform design, structural calculations and quantity calculations for the underpass and associated wingwalls (up to four (4) total), site walls (up to nine

(9) total), staircases (up to one (1) total), railings (up to three (3) types), and guardrails. Initial design assumptions are the following:

- The underpass, wingwalls, site walls and staircases are based upon the RE: Land South Street Underpass – Preferred Site Plan dated June 12, 2025, provided in *Appendix A*. This plan outlines the location and alignment of the underpass and a total of nine (9) site walls.
- Otak will provide a structure plan, elevation and section for the underpass, including structural design of a custom headwall to accommodate vehicle crash loading. We assume that a custom design for the underpass structure will be NOT required; therefore, M&S standards will apply.
- Otak will provide wall sections, plan and elevations for up to 13 walls (assuming up to ten (10) sheets for walls at 1"=20').
- It is assumed that up to five (5) types of walls will be required. Special considerations will be required adjacent to the ballfield building and the Tebo Property; soldier pile or sheet pile walls likely to be required. Otak will collaborate with RE:Land on aesthetic detailing. It is assumed that up to two(2) unique aesthetic treatments will be required. Aesthetic treatments will be modest in complexity. We expect the primary walls to be Mechanically Stabilized Earth (MSE) walls with precast panel facing. Other site walls will be cast-in-place concrete with a formliner finish. Shorter site walls will be natural rock or cast-in-place concrete with concrete footings integral to the concrete flat-work.
- Otak will collaborate with RE:Land to provide railing details for up to three (3) different railing designs. Railing locations and post spacing will be shown in the associated wall or stair plan and elevation drawings.
- Otak will provide structural details for up to one (1) staircase sections assuming concrete on grade.
- Otak will provide longitudinal sections for the underpass showing construction phase lines, barriers, temporary lanes, and shoring assuming up to two (2) primary phases of construction.
- Structural design of ballfield bleachers or other structures within the ballfield are not included.

Water and Sanitary Plans, Profiles, and Details

These plans will consist of relocations, demolition, and proposed water and storm and sanitary utilities necessary for the construction of underpass improvements. We anticipate up to 750 linear feet of water lines and up to 500 linear feet of sanitary sewer. These plans will consist of plan and profile design, utility relocates, and corresponding details per the City of Louisville design and construction standards.

Urban Design, Landscape Architecture, Plans and Details

Kimley-Horn, through use of a qualified subconsultant, re:LAND, will complete urban design and landscape architecture, which will include site design and layout, planting design, site grading (in collaboration with Kimley-Horn), wall design (in collaboration with OTAK), site feature design/detailing/selection, lighting design (in collaboration with Kimley-Horn), irrigation design (in collaboration with Kimley-Horn), and planting plans and details for the project improvements. In support of the project, re:LAND will prepare the sheets noted above.

Irrigation Plans and Details

Kimley-Horn will develop Irrigation Plans based on input from the Client and will adhere to jurisdictional landscape and irrigation ordinances. Innovative products and approaches will be implemented to achieve water-conservation goals, including sub-surface dripline if approved by the Client. Plan-development will require a review of available water-source information and will consist of Point-of-Connection (POC), backflow, head and drip layout, mainline and lateral line sizes and layout, sleeve sizes and location, valve sizes and location, controller type and location, hydraulic calculations, schedules, product details, and specifications (shown on the plans). The Client is to specify preferred irrigation equipment type (Toro, Hunter, Rain Bird, or other) prior to authorization of this task if a specific manufacturer is required.

Lighting and Electrical Plans and Details

Kimley-Horn will prepare pedestrian scale lighting and electrical plans within the Project Limits. Photometric analysis will be performed to meet the CDOT and City of Louisville Roadway Design and Construction standards. A photometric exhibit for pedestrian scale lighting and fixture cut sheets will be provided. Photometric analysis of street lighting exterior to the project and 3D renderings are excluded from this task.

The electrical design plans will consist of layout plans and electrical details for the pedestrian lighting fixtures, string lighting system, underpass lighting, future communication devices and receptacles. The conduit layout, pull box layout, cable feeds to the different circuits, and pedestal service size requirements are to be provided in the design details. Circuit size, conduit fill, infrastructure installations, and voltage drop calculations will be designed to NEC requirements and City of Louisville standards. Structural calculations for one (1) nonstandard light pole base for string lighting is a part of this task.

Construction Phasing Plans

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete construction phasing plans for the project improvements. It is anticipated that up to two (2) phases will be required.

Maintenance of Traffic Plans

Kimley-Horn will prepare Maintenance of Traffic (MOT) Plans for the project improvements based on the Construction Phasing noted above. MOT plans will be provided for up to two (2) phases, assuming a single lane in each direction and no additional bike lanes or pedestrian accommodations within the roadway section. It is assumed that detour pavement will be provided for up to one (1) phase on the east side of CO42. It is assumed that up to two (2) temporary signal modifications will be required for each phase of the MOT. Temporary traffic signal modifications are anticipated to be completed with modifications to the existing span wire traffic signal at CO42 & Pine St and with the installation of up to two (2) span wire segments at the intersection of CO42 & Short St for each phase of

Utility Plans and Matrix

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare utility plans depicting existing utilities, relevant proposed project elements, utility ID Nos. corresponding to utility matrix, and conceptual relocations as determined through design development and the utility coordination meetings. The Utility Matrix is anticipated to follow CDOT standard format.

Project Specifications

Kimley-Horn will prepare preliminary project specifications in accordance with CDOT standards. This consists of the use of the CDOT standard specifications, CDOT standard special provisions, project special provisions and the City of Louisville Roadway Design and Construction Specifications. Any unique construction activities and/or pay items (including items not already covered in CDOT's Standard Specification for Road and Bridge Construction and force account items) will be accompanied with a reviewed and approved Project Special Provision.

Quantities and Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will provide a 60%, 90% FOR, Final, and Bid Set OPCC. Kimley-Horn will also estimate the appropriate construction timing and schedule. All estimates and/or opinion of probable construction costs will be submitted with each review based acceptable standards.

Kimley-Horn will calculate plan quantities as part of the OPCC (with appropriate level of detail to progress) and plan development process. Consistent with the OPCC breakout, Kimley-Horn will also prepare tabulations and Summary of Approximate Quantities sheets to be provided in the construction plan set. Pay item numbers will be consistent with CDOT standard pay items and units of measure (or with City standard pay item if developed in alignment with this project's schedule). Combination of work items will not be completed in an effort to minimize the number of pay items other than what is acceptable to transportation industry standards. Pay items proposed as a lump sum unit of measure will be discussed with City project manager prior to submittal for review. Kimley-Horn will also provide a summary of earthwork, drainage, and signage tabulations in the plan set with approximate stationing and offset as appropriate. Unit prices will be based on the CDOT Construction Cost Index and current City pricing information from recent similar construction projects.

Design Review

The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 60% PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 90% FOR PS&E and reports and prepare final PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the final PS&E and reports and prepare a Bid Set/Final Construction Document package for submittal. An electronic PDF of the Bid Set Construction Document Package including plans, specifications and a cost estimate will be submitted to the City for advertisement.

Quality Control/Quality Assurance (QA/QC) Plan, Process, and Implementation

Kimley-Horn and the Project Team will complete QA/QC reviews for the accuracy and completeness of plans, reports, and design documents prepared as part of the project.

Kimley-Horn will prepare a quality control plan to establish a QA/QC procedure for the project. The plan is anticipated to consist of the following:

- Identification of key personnel and definition of specific responsibilities;
- QA/QC technical review process;

- Checking procedures;
- QA/QC requirement training program; and
- Process to monitor and document quality control activities.

Task 5.B Right-of-Way Plans

Kimley-Horn, through use of a qualified subconsultant, 105 West, will prepare ROW Plans and Legal Descriptions for up to one (1) property acquisition needed to facilitate the ROW identified during the project.

Meetings/Mobilization, Coordination

105 West will attend meetings with the appropriate agencies. 105 West anticipates attending up to two (2) project team meetings with Kimley-Horn (KH), City of Louisville (COL) and/or CDOT Personnel. As part of this task 105 West will develop work plans, mobilize staff, and keep the Consultant Manager updated relative to the survey team's progress or any concerns.

Right-of-Way Plans

105 West will prepare right-of-way plans for the Tebo Parcel (Parcel Number 157508167002). The final right-of-way plans will be in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a Right-of-Way Plan Review (ROWPR). In addition, 105 West will prepare a written legal description in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a final approved set of ROW plans to be used for plan authorization. Per our conversation, title commitments will be provided by Western States Land Services. This proposal does not include separate legal descriptions and exhibits for the subject parcel. All real estate transactions are assumed to go through CDOT's Local Agency process utilizing the ROW plans as the mechanism for which to do so.

Appraisal Staking

105 West will provide temporary field staking to delineate the geometry for the subject parcel. Field personnel will use 4-foot lathe and flagging to identify the locations of the property impacts for visual purposes.

Exclusions

- Monumentation of existing or proposed right-of-way limits
- Separate legal descriptions and exhibits

Task 5.C Reports*Drainage Report*

Kimley-Horn will prepare one (1) final drainage report which will describe existing and proposed drainage patterns, drainage criteria, proposed design improvements, existing and proposed drainage basin delineations, storm conveyance sizing calculations, proposed water quality calculations, and proposed outfall design calculations. See Task 4.E for additional details.

Utility Impact Report

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare a utility impact report. This report is anticipated to outline utility coordination activities to date, relocations identified and anticipated cost and schedule implications to the project. The report is also anticipated to provide documentation of pertinent information including Reports and memorandums, photographs, mapping, schematics, field notes, as-built plans, and other required information.

Task 5.D Coordination of Design

The Project Team will coordinate design as needed with the City's designated project management team as outlined in Task 1. The design will be prepared in compliance with applicable Federal, state, local, and City requirements.

Utility Coordination

Kimley-Horn, through use of a qualified subconsultant, Triunity, will coordinate with the Project Team, City, and utility companies during the design of this project. Utility coordination is anticipated to consist of the preparation of utility plans and matrix as outlined in Task 4.A. Triunity will also prepare a utility impact report as outlined in Task 4.C. Additionally, utility coordination is anticipated to consist of the following:

- Coordination of potential utility conflicts between existing utilities and proposed improvements with the Project Team and utility owners;
- Identification of design modifications that will minimize impacts to utilities where possible;
- Identification of utility owner operating rights and cost responsibilities;
- Up to four (4) meetings each with up to ten (10) utility companies and jurisdictions as required to discuss project scope, utility conflicts, and mitigation strategies; including development of agendas, facilitation of meetings, and preparation of meeting minutes;
- Obtaining copies of existing easements, license agreements, and relocation agreements from utility companies as applicable and providing to the City;
- Conducting coordination/comment resolutions meetings with utility owners after milestone submittal;
- Preparation of draft utility specifications for the 60%, 90% FOR, Final, and Bid Set submittals, which shall carefully detail the contractor's responsibilities and the utilities' responsibilities;
- Obtaining estimates of probable cost for any utility relocations that are a cost to the project; and
- Incorporation of utility mitigation/relocation schematics for up to sixty (60) utility conflicts into the submittal packages.

Task 5.E Floodplain Development Permit

Kimley-Horn will prepare the City's Floodplain Development Permit per the City of Louisville Floodplain Code for the proposed outfall improvements to Coal Creek Drainageway A. The documentation that will be completed in Task 2.D will be provided in the floodplain development permit application to provide backup documentation for the work being completed within the FEMA regulated floodplain.

Task 4 Deliverables

- Completed Floodplain Development Permit

Task 6 Additional Services

As authorized in writing by the City of Louisville's Project Manager, Kimley-Horn will coordinate, support and perform further services or assignments as needed and requested by the City for the project, contingent upon additional fee, contract budget reallocations, and/or project funding negotiations. These services may consist of unforeseen and currently unidentified scope of services which may consist of additional agency coordination meetings, environmental clearance and permit efforts, post-design services and RFI efforts beyond what stipulated in the current scope of services.

Due to the unknown nature of these services, we have assumed up to six hundred and three (603) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable to complete the design and with the goal of completing the final design phase based on a mutually agreed upon. The anticipated duration of the project phases are included for reference.

- 0% to Conceptual (30%) Design – Approximately 4 to 6 months
- Conceptual (30%) Design to Final Design – Approximately 12 to 16 months
- Clearances/Concurrence to Advertise – Approximately 4 months
- ROW Acquisition – TBD

Fee

The attached work plan shows Kimley-Horn's estimated labor effort to complete these tasks. Kimley-Horn will provide the services described within the Scope of Services for a fee of **\$1,789,720.00** for Tasks 1-6 as shown in the attachment following this letter Proposal. The total estimated expenses are **\$48,772.48**. The total for all tasks and expenses is **\$1,838,492.48**.

Direct reimbursable expenses as required for the Project such as plan reproduction for deliverables and mileage will be billed. An estimated fee for reimbursable expenses has been provided.

(The remainder of this page intentionally left blank)

Closure

We appreciate the opportunity to provide these services to you and are excited to work again with the City of Louisville on this project. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Matt Ciarkowski, PE
Project Manager



By: Anthony Pratt, PLA, ENV SP
Associate

Appendix

- A – FHWA Form 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT B

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate
Thursday, August 28, 2025

Total Labor Fee	\$ 1,788,720.00
Total Expense Fee	\$ 48,772.48
Total Contract Amount (Not to Exceed)	\$ 1,838,492.48

Kimley-Horn and Associates, Inc.																			Totals
Sr. Engineer III Sr. Professional III		Sr. Engineer II Sr. Professional II		Sr. Engineer I Sr. Professional I															
PG, QA/QC	Wet Utility Design Lead	Project Manager	Deputy Project Manager/ Civil Design Manager	MM Design Lead/ Stakeholder Coordination Lead	Drainage Design Lead	Lighting/Electrical Design Lead	Irrigation Design Lead	Engineer/ Professional	Analyst II	Analyst II	Analyst II	Analyst I	Analyst I	Senior Designer	Designer	Clerical/ Administrative	Admin. Asst.		
\$ 310.00	\$ 310.00	\$ 290.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 235.00	205.00	205.00	165.00	170.00	240.00	210.00	210.00	145.00	115.00		
\$ 290.00	\$ 290.00	\$ 270.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 225.00	195.00	195.00	175.00	160.00	230.00	200.00	200.00	140.00	110.00		
121.0	82.0	58.0	203.5	14.0	247.1	125.0	60.0	950.0	617.0	517.0	1,014.0	79.0	85.0	103.5	36.0	-	-		
\$ 35,090.00	\$ 23,780.00	\$ 158,220.00	\$ 51,892.50	\$ 3,570.00	\$ 63,112.50	\$ 31,675.00	\$ 12,750.00	\$ 259,675.00	\$ 100,815.00	\$ 177,450.00	\$ 177,450.00	\$ 12,640.00	\$ 19,550.00	\$ 20,700.00	\$ 5,040.00	\$	\$	931,360.00	
39.0		156.0					5.0									39.0		40.00	
1.0		2.0				1.0	1.0											347.00	
							1.0											5.00	
5.0	5.0	20.0	5.0	5.0	10.0	5.0	5.0	20.0					5.0					17.00	
5.0	2.0	20.0	2.0	2.0	5.0	2.0	2.0	20.0										225.00	
2.0		20.0					2.0	5.0										95.00	
5.0		20.0						5.0										92.00	
2.0		16.0						2.0										91.00	
2.0		16.0						2.0										52.00	
4.0	1.0	4.0		1.0	1.0	4.0	1.0	4.0										73.00	
4.0		4.0																8.00	
20.0		30.0						6.0										900.00	
40.0		30.0																55.00	
65.0		30.0		5.0	5.0	20.0	5.0	16.0		50.0	-	-	-	5.0	-	36.0	-	2,011.00	
\$ 24,070.00	\$ 2,300.00	\$ 61,540.00	\$ 2,040.00	\$ 2,040.00	\$ 5,100.00	\$ 2,040.00	\$ 4,080.00	\$ 13,960.00	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00	\$ -	\$ -	\$ 5,040.00	\$ -	\$ 279,885.00	
		2.0						4.0							8.0			9.00	
																		14.00	
																		46.00	
																		87.00	
																		77.00	
																		4.00	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
																		-	
												</							

		Kimley-Horn and Associates, Inc.														Totals		
		Sr. Engineer III Sr. Professional III	Sr. Engineer II Sr. Professional II	Sr. Engineer I Sr. Professional I														
Item	Task	PG,QA/QC	Wet Utility Design Lead	Project Manager	Deputy Project Manager/ Civil Design Manager	MM Design Lead/ Stakeholder Coordination Lead	Drainage Design Lead	Lighting/Electrical Design Lead	Irrigation Design Lead	Engineer/ Professional	Analyst II	Analyst I	Analyst I	Senior Designer	Designer	Civilical Administrative	Admin. Asst.	Totals
5	Preliminary and Design																	
5.A	Design Plans, Specifications, and Estimates (PS&E)																	-
5.A.1	80% F&R, 90% F&R, and Final PS&E																	-
	80% F&R																	667.00
	Front End Documents									4.0		8.0						14.00
	Roadway Typical Sections									8.0		12.0						18.00
	Underpasses Typical Sections																	8.00
	Summary of Approximate Quantities				4.0					8.0		16.0						28.00
	Quantity Takeoffs				4.0					12.0		24.0						40.00
	Survey Control									1.0		1.0						2.00
	Horizontal Control			2.0		1.5				3.0		12.0						22.50
	SUE Plans									2.0		2.0						20.00
	Removal Plans									12.0		32.0						44.00
	Roadway Plans, Profiles, and Details			2.0		6.0				18.0		36.0				6.0		68.00
	Roadway Paving Plan and Details			2.0		6.0				9.0		15.0				3.0		36.00
	Grading Plan			2.0		6.0				36.0		36.0				6.0		80.00
	Grading Detail Sheets			2.0		6.0				64.0		36.0				18.0		118.00
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans			2.0			16.1			40.0		75.0						133.00
	Water, Sanitary, and Storm Plans, Profiles, and Details		20.0		2.0					60.0		60.0						132.00
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details			2.0		1.0				2.0		4.0				1.0		24.00
	Underpass Typical Sections, Famed Details, Headwall Details			2.0						1.0		1.0						2.00
	Wall/Wingwall Plans, Elevations, Sections, and Details			2.0						1.0		1.0						168.00
	Retaining Details			2.0						1.0		1.0						50.00
	Misc. Structure Details									1.0		1.0						18.00
	Signage and Striping Plans									9.0		24.0						33.00
	Landscape Layout, Material Plans, and Details			2.0						1.0		1.0						4.00
	Planting Plans and Details			2.0						1.0		1.0						4.00
	Irrigation Plans and Details			2.0					9.0			5.0		27.0				43.00
	Lighting Plans and Details			2.0				18.0				68.0						73.00
	Electrical Lighting Plans and Details			2.0				18.0				68.0						73.00
	Stormwater Management Plans, Reports (2)			2.0				10.1		30.0		60.0						100.00
	Construction Phasing Plans			2.0						1.0		1.0						25.00
	Maintenance of Traffic Plans			2.0		9.0				18.0		45.0						74.00
	Maintenance of Traffic Plans - Study			2.0		15.0				36.0		90.0						167.00
	Utility Plans and Manholes			2.0						10.0					12.0			117.00
	Roadway Cross Sections			2.0		5.0				5.0		10.0						22.00
	Specifications			4.0		4.0		4.0		30.0		4.0						66.00
	OP&C			2.0		4.0		4.0		12.0		12.0						50.00
	QA/QC	4.0		4.0		16.0		10.1		12.0		4.0						142.00
	90% F&R																	-
	Responses to up to one (1) round of City and CDDOT comments, up to two (2) total	-		6.0	10.0	20.0	-	9.3	18.0	4.0	121.0	50.0	179.0	40.0			-	68.00
	90% Plan Development																	-
	QA/QC	4.0		4.0	16.0	18.0	-	10.1	12.0	4.0	20.0	-	-	-	-	14.0	-	1,501.00
	Plan																	164.00
	Responses to up to one (1) round of City and CDDOT comments, up to two (2) total	-		2.0	5.0	7.0	-	3.3	5.0	1.0	40.0	17.0	60.0	3.0		5.0	-	304.00
	Final PS&E Development																	206.00
	QA/QC	2.0		2.0	6.0	8.0	-	5.3	6.0	2.0	10.0	-	-	-	-	3.0	-	110.00
	Bid Set																	-
	Responses to up to one (1) round of City and CDDOT comments, up to two (2) total	-		1.0	3.0	3.0	-	1.3	3.0	1.0	20.0	8.0	30.0	1.0		2.0	-	89.00
	Bid Set PS&E Development																	164.00
	QA/QC	1.0		1.0	4.0	4.0	-	2.1	3.0	1.0	5.0	-	-	-	-	1.5	-	39.00
5.B	ROW Plans																	-
	Plans																	153.00
5.C	Preliminary Reports																	-
	Traffic Report																	3.00
	Utility Impact Report			1.0														3.00
5.D	Coordination of Design																	-
	Utility Coordination																	25.00
5.E	Phosphorus Development Permit									20.0								25.00
		13	40	132	145.5	0	78.5	113	34	690	242	874	79	0	87.5	0	0	5,268.50
6	Additional Services	\$ 3,770.00	\$ 11,600.00	\$ 35,640.00	\$ 37,102.50	\$ -	\$ 25,017.50	\$ 28,618.00	\$ 6,670.00	\$ 185,250.00	\$ 47,190.00	\$ 152,950.00	\$ 15,640.00	\$ -	\$ 17,600.00	\$ -	\$ -	1,006,362.00
	Additional Services	10.0		25.0	50.0		25.3			50.0		50.0						397.20
		10		25	50		25			50		50						397.20
EXP	Reimbursable Expenses	\$ 2,900.00	\$ -	\$ 6,760.00	\$ 12,750.00	\$ -	\$ 6,375.00	\$ -	\$ -	\$ 11,250.00	\$ -	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	67,005.00
	Reimbursable Expenses																	48,772.48
	Total Labor Fee																	931,360.00
	Total Expense Fee																	1,789,720.00
	Total Contract Amount (Not to Exceed)																	48,772.48
																		\$ 1,838,492.48

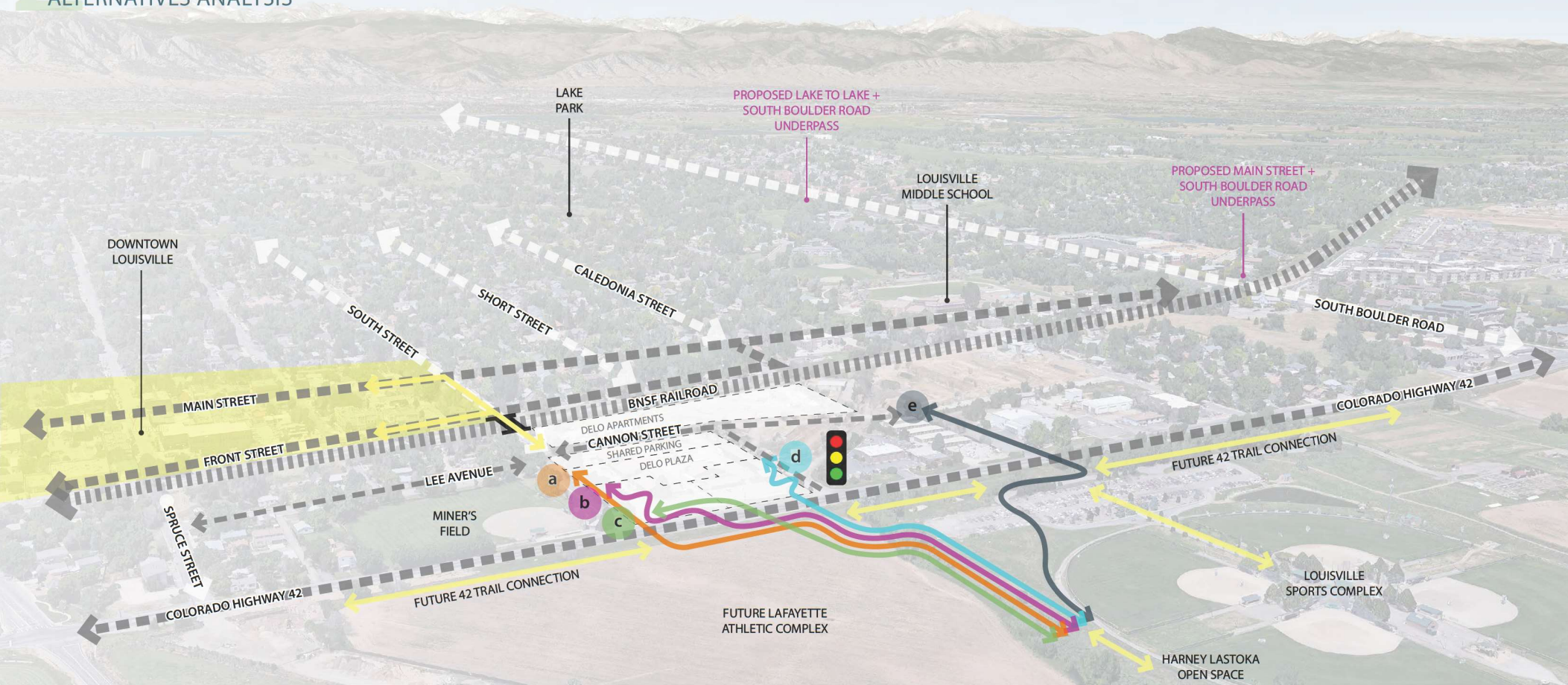
		Cost						RE/Land	Mission Environmental														
Item	Task	Assistant PM	Assistant E	Assistant Designer	Civil Eng Designer	Project Coordinator	Task PC	PC/PM	Project Designer	Project Coordinator	Task Manager	Field Specialist/Project Assistant	Scientist V	Engineer II	Field Engineer-Scientist	Field Engineer-Scientist	Scientist	CH2M Hill Scientist II	Field Engineer-Scientist	Scientist V	Cultural Resource Specialist I	Cultural Resource Specialist II	
	Rate	\$ 214.00	\$ 116.00	\$ 163.00	\$ 142.00	\$ 181.00	\$ 268.00	\$ 210.00	\$ 150.00	\$ 130.00	\$ 180.00	\$ 110.00	\$ 265.00	\$ 200.00	\$ 126.00	\$ 136.00	\$ 155.00	\$ 155.00	\$ 145.00	\$ 200.00	\$ 140.00	\$ 180.00	
	Hours	438.0	238.0	338.0	238.0	242.0	268.0	353.7	1,106.3	2.0	18.0	12.0	60.0	4.0	20.0	20.0	20.0	14.0	40.0	4.0	65.0	10.0	
	Estimated Total	\$ 97,836.00	\$ 32,712.00	\$ 60,024.00	\$ 33,776.00	\$ 3,324.00	\$ 78,440.00	\$ 200,877.00	\$ 165,655.00	\$ 260.00	\$ 2,700.00	\$ 1,320.00	\$ 18,965.00	\$ 2,000.00	\$ 2,592.00	\$ 3,375.00	\$ 3,875.00	\$ 2,170.00	\$ 5,800.00	\$ 800.00	\$ 9,436.00	\$ 1,800.00	
	Estimated Total by Item	\$					\$ 296,748.00		\$ 364,102.00				\$									\$ 66,290.00	
1 General Services and Project Management																							
1.A	2-Phase Investigation																						
	Project Management and Oversight						18.0		59.0														
1.B	Project Coordination Meetings																						
1.B.1	Initial Meeting - Kick-off Meeting (up to 1)				2.0				4.0														
1.B.2	Progress Meetings																						
	Weekly Project Team Meetings (up to twenty (20))						30.0		49.0														
	Monthly PM Meetings (4x/yr up to 10)								13.0														
	Site-Wisely Consultant by PM Meetings (up to twenty (20))								40.0														
1.B.3	Stakeholder Meetings (up to eight (8))								40.0														
1.B.4	Agency and Stakeholder Coordination (up to seven (7))								14.0														
1.B.5	Design Review and Issue and/or Comment Resolution Meetings (up to five (4))				18.0				14.0														
1.B.6	COOP Plan Review and Requests for Reimbursement						4.0		16.0														
1.B.7	Personnel Equipment Acquisition Support Services																						
1.B.8	Alternative Delivery Evaluation						48.0		8.0														
							5,112.00		153.0		217.0		48.0										
		\$ 14,540.00																					
2 Data Collection																							
2.A	Utility Location and Subsurface Utility Engineering (SUE)																						
	SUE Quality Level B (i.e. S-2)								8.0														
	Geophysical Investigation/Vegetation																						
	Functional Services																						
	SUE Quality Level A (up to twenty-five (25) test holes)																						
2.B	Task																						
	Data Collection																						
	Analysis																						
2.C	Technical Memorandum																						
2.D	Proposed Impact Study																						
2.D.1	Overview																						
2.D.2	Design																						
2.D.3	Integration/Design Reassignment																						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3 Framework and Conceptual Design																							
3.A	Framework 10% Plans								15.0		130.0		100.0										
									20.0		100.0		100.0										
3.B	Conceptual 100% Design								4.0		200.0		200.0										
									4.0		200.0		200.0										
		\$ 1,234.00	\$ 2,652.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4 Environmental Clearance																							
4.A	General Project Management								8.0		2.0		12.0		60.0								
4.B	Air Quality													2.0	15.0								
4.C	Noise													2.0	6.0		10.0						
4.D	Hazardous Materials																20.0		2.0				
4.E	Biological Resources																		4.0		40.0		
	Field Work																						
	Wetlands/Waters of the US																						
	Vegetation and Native Plants																						
4.F	Historic Resources								18.0				2.0						4.0				
	Transportation and Endangered Species												2.0								65.0	10.0	
4.G	Non-habitat Section 4(b)												2.0										
4.H	Community Development																						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
									1,680.00		\$ 200.00	\$ 2,700.00	\$ 1,320.00	\$ 18,965.00	\$ 2,000.00	\$ 2,592.00	\$ 3,375.00	\$ 3,875.00	\$ 2,170.00	\$ 5,800.00	\$ 800.00	\$ 9,436.00	\$ 1,800.00

		Task						RE: Land		Project Environmental												
Item	Task	Preparation/PM	Research/RI	Research/RI	Cost Eng/Estimate	Project/Construction	Task/PM	PG/PM	Project Designer	Project Coordinator	Task Manager	Field Specialist/Project Assistant	Scientist 1	Engineer 1	Field Engineer/Scientist 2	Field Engineer/Scientist 3	Scientist 4	Field Researcher/Scientist 5	Field Researcher/Scientist 6	Scientist 7	Cultural Resource Specialist 1	Cultural Resource Specialist 2
Preparation and Design																						
S.A	Design Plans, Specifications, and Estimates (PS&E)																					
S.A.1	60% PS&E, 80% RFI, and Final PS&E																					
	Final PS&E Documents							3.0	240.0	420.0												
	Roadway Typical Sections																					
	Underpass Typical Sections	2.0		4.0				3.0														
	Summary of Approximate Quantities	6.0	12.0	8.0	18.0																	
	Quantity Takeoffs																					
	Survey Control																					
	Topographic Control																					
	SLU Plans				4.0																	
	Proposed Plans				18.0																	
	Roadway Plans, Profiles, and Details																					
	Roadway Plans and Details																					
	Grading Plans																					
	Grading Detail Sheets																					
	Drainage, Water Quality, Erosion Plan and Profiles and Outfall Plans																					
	Water, Sanitary, and Storm Plans, Profiles, and Details																					
	Underpass Layout, Tied Plans, Profiles, Drainage, and Details	4.0		8.0				2.0														
	Underpass Typical Sections, Elevation, and Details	12.0	12.0	20.0				2.0														
	Water/Wastewater Plans, Elevation, Sections, and Details	8.0	24.0	64.0				4.0														
	Water Details	4.0	18.0	36.0				2.0														
	Misc. Structure Details	2.0	4.0	8.0				2.0														
	Signage and Signing Plans																					
	Landscape Layout, Material Plans, and Details																					
	Planting Plans and Details																					
	Irrigation Plans and Details																					
	Underpass Lighting Plans and Details																					
	Electrical Lighting Plans and Details																					
	Stormwater Management Plans, Reports (S)																					
	Construction Planning Plans	8.0		12.0				2.0														
	Maintenance of Traffic Plans																					
	Maintenance of Traffic Plans - Study																					
	Utility Plans and Maps																					
	Roadway Cross Sections																					
	Specifications	12.0						4.0														
	CH&C	4.0																				
	CH&C	18.0			18.0	4.0		14.0														
	10% CH&C																					
	Response to up to one (1) round of CH&C and CH&C comments, up to two (2) 10% CH&C	8.0						4.0	8.0	8.0												
	10% CH&C Development	60.0			80.0	180.0		40.0	80.0	180.0												
	Final																					
	Response to up to one (1) round of CH&C and CH&C comments, up to two (2) 10% CH&C	40.0	24.0		40.0	24.0		12.0	4.0	8.0												
	Final CH&C Development	20.0	60.0					8.0	30.0	30.0												
	CH&C	20.0			12.0			18.0	18.0	18.0												
	Final																					
	Response to up to one (1) round of CH&C and CH&C comments, up to two (2) 10% CH&C	12.0						4.0														
	Final CH&C Development	20.0	20.0		24.0	12.0		8.0														
	CH&C	8.0			4.0			4.0														
S.B	ROW Plans																					
S.C	Plans																					
S.C	Preliminary Reports																					
S.D	Traffic Report																					
S.D	Utility Impact Report																					
S.E	Coordination of Design																					
S.E	Utility Coordination																					
S.E	Final Development Permit																					
		394	280	308	192	8	116	399	866	0	0	0	0	0	0	0	0	0	0	0	0	0
\$	Additional Services	\$ 75,750.00	\$ 35,160.00	\$ 60,024.00	\$ 27,264.00	\$ 7,200.00	\$ 30,740.00	\$ 65,760.00	\$ 95,900.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	Additional Services	0	0	0	0	0	0	66.7	100.0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	66.7	100.0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$	Reimbursable Expenses	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 10,000.00	\$ 10,000.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	Reimbursable Expenses	0	0	0	0	0	0	10,000.00	10,000.00	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	10,000.00	10,000.00	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Labor Fee	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	Total Expense Fee	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	Total Contract Amount (Not to Exceed)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

[illegible]

[illegible]

ALTERNATIVES ANALYSIS



alt: a

Pros:

- Intuitive connection to South Street + Downtown
- Minimal impact with proposed athletic plans

Cons:

- Property acquisition costs
- Tight turns required to reach grade
- Revised parking circulation and driveway access
- Indirect alignment required to maximize space for proposed athletic complex

alt: b

Pros:

- Intuitive connection to South Street + Downtown
- Minimal impact with proposed athletic plans
- Reduced canyon effect due to switchbacks

Cons:

- Property acquisition costs
- Long underpass due to diagonal crossing
- Indirect alignment required to maximize space for proposed athletic complex

alt: c

Pros:

- Underpass is in closer proximity to the south street underpass

Cons:

- Grade change results in tight turns on both sides
- Wall height will result in canyon effect on both sides
- Impacts to both DeLo empty parcels
- Requires significant underground utility replacement
- Major impact to street frontage along CO-42

alt: d

Pros:

- Clear connection to existing trail on east side of CO-42
- Potential enhancement for future development
- Connection to proposed rail station and parking

Cons:

- Not an intuitive connection between trail, terminus and underpass location
- Property acquisition costs
- Tight turns required to reach grade
- May be redundant with traffic signal at location

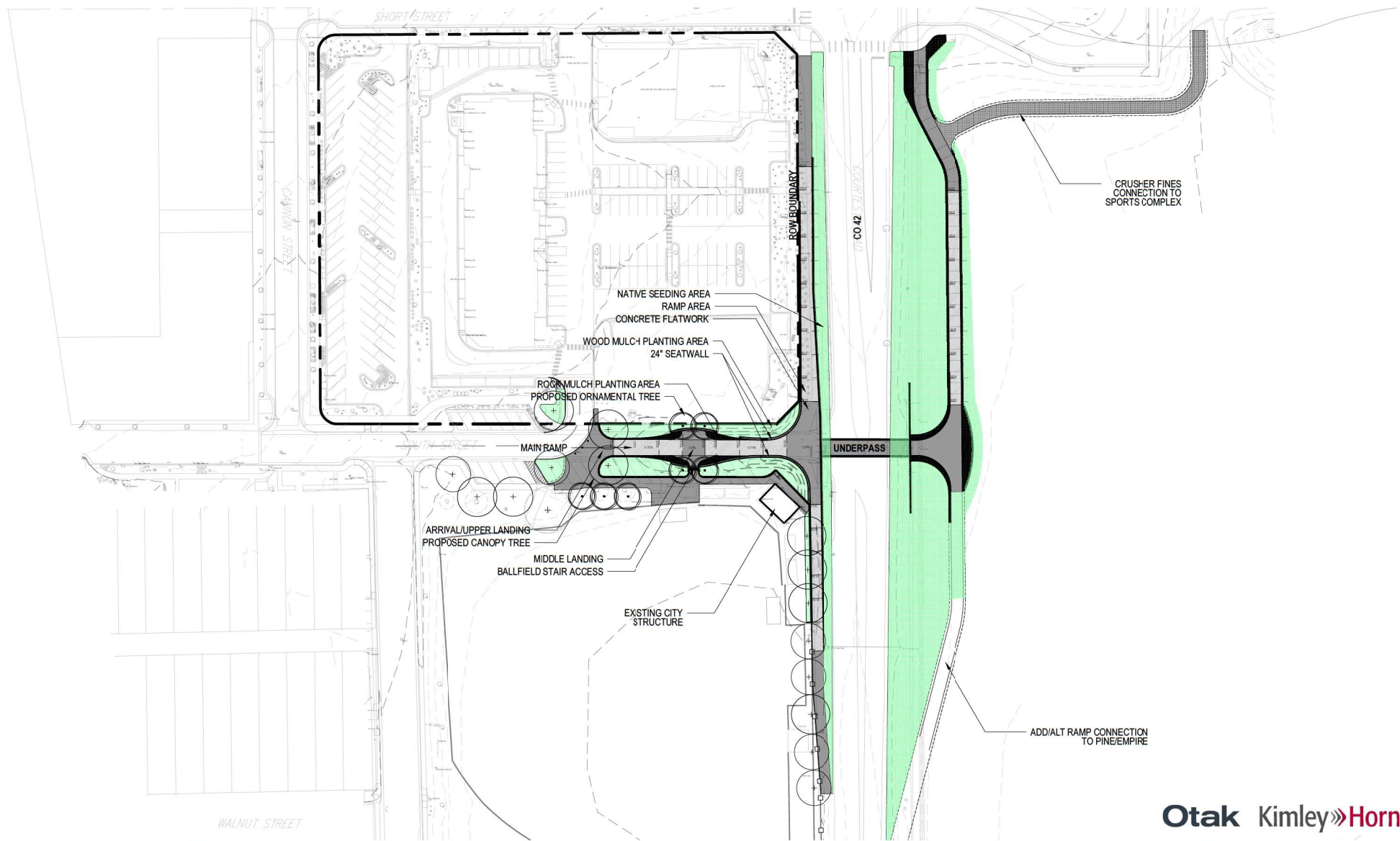
alt: e

Pros:

- Connection to future rail station and parking
- Enhancement opportunities for future development
- Direct connection to sports complex

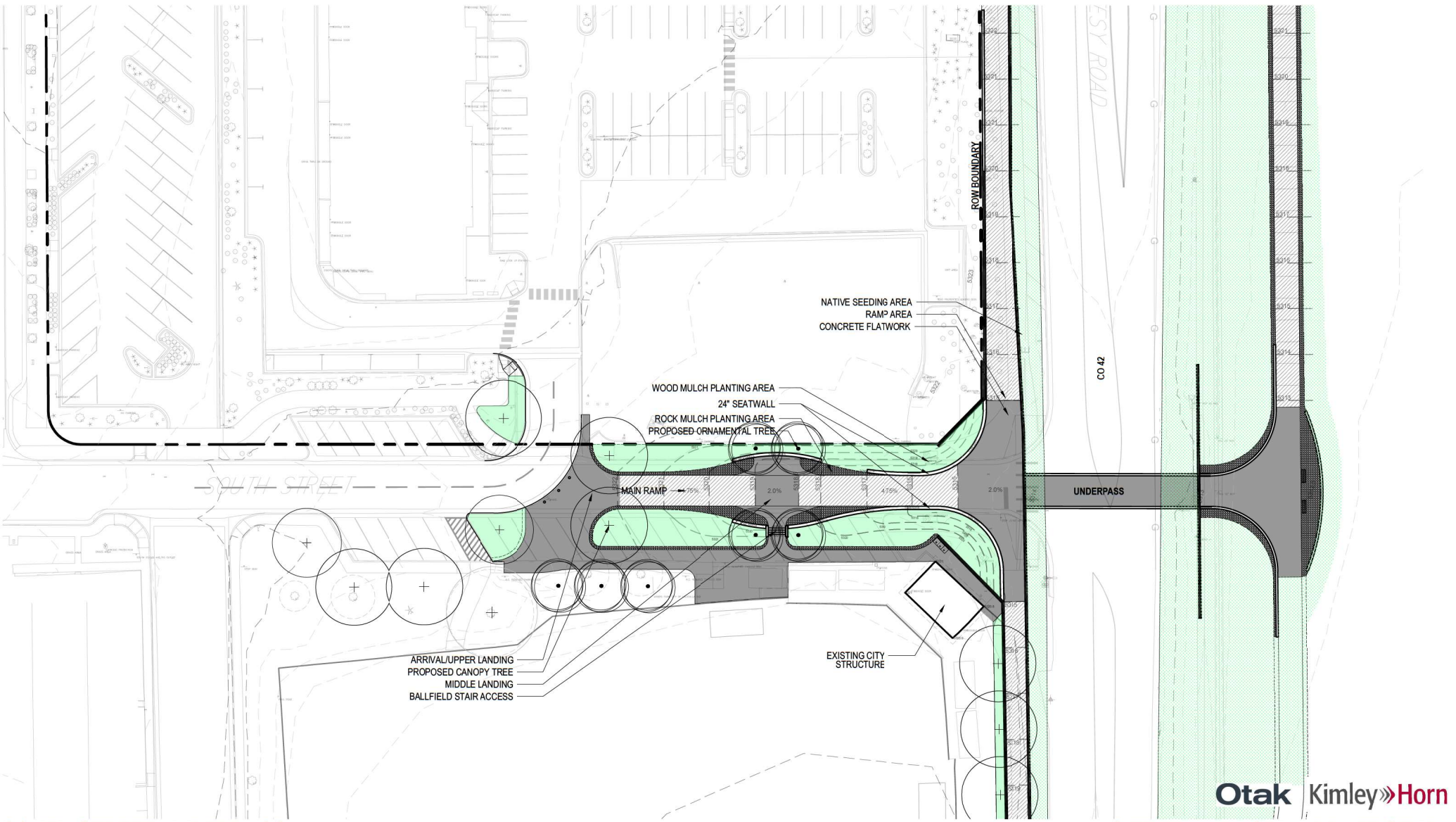
Cons:

- Less direct route to connect to Downtown
- Property acquisition costs



SOUTH STREET UNDERPASS

LOCATION: LOUISVILLE, CO
DATE: 06.10.2025



SOUTH STREET UNDERPASS

LOCATION: LOUISVILLE, CO
DATE: 06.10.2025

SITE FRAMEWORK UPDATE STUDY



NORTH



0 20 40 80
ORIGINAL SCALE: 1"= 80'



re:LAND
LANDSCAPE ARCHITECTURE · URBAN DESIGN · LAND PLANNING

Otak Kimley»Horn

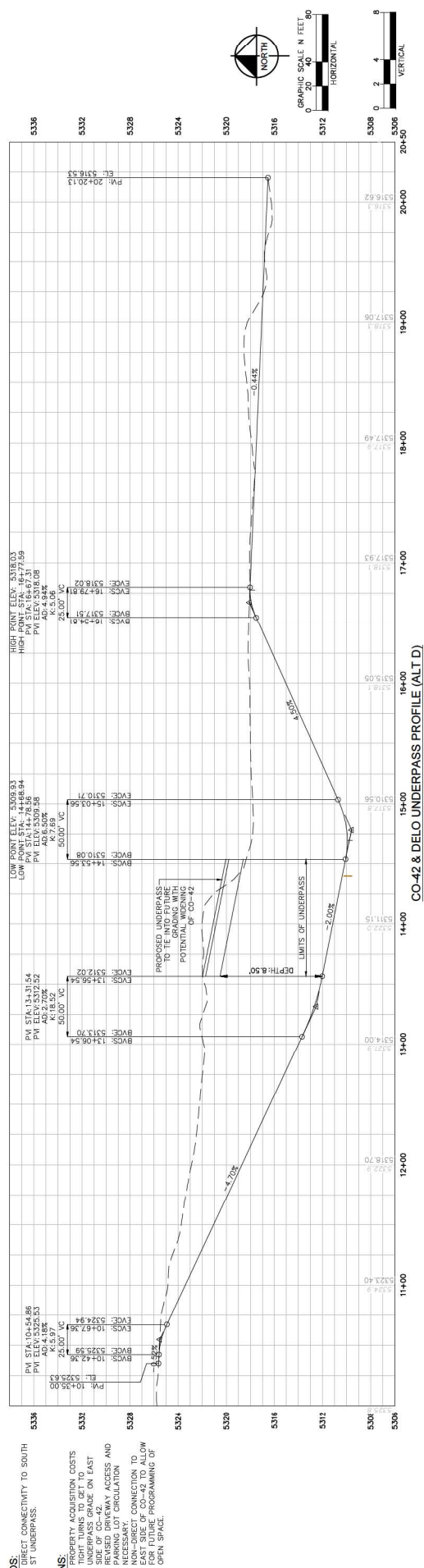
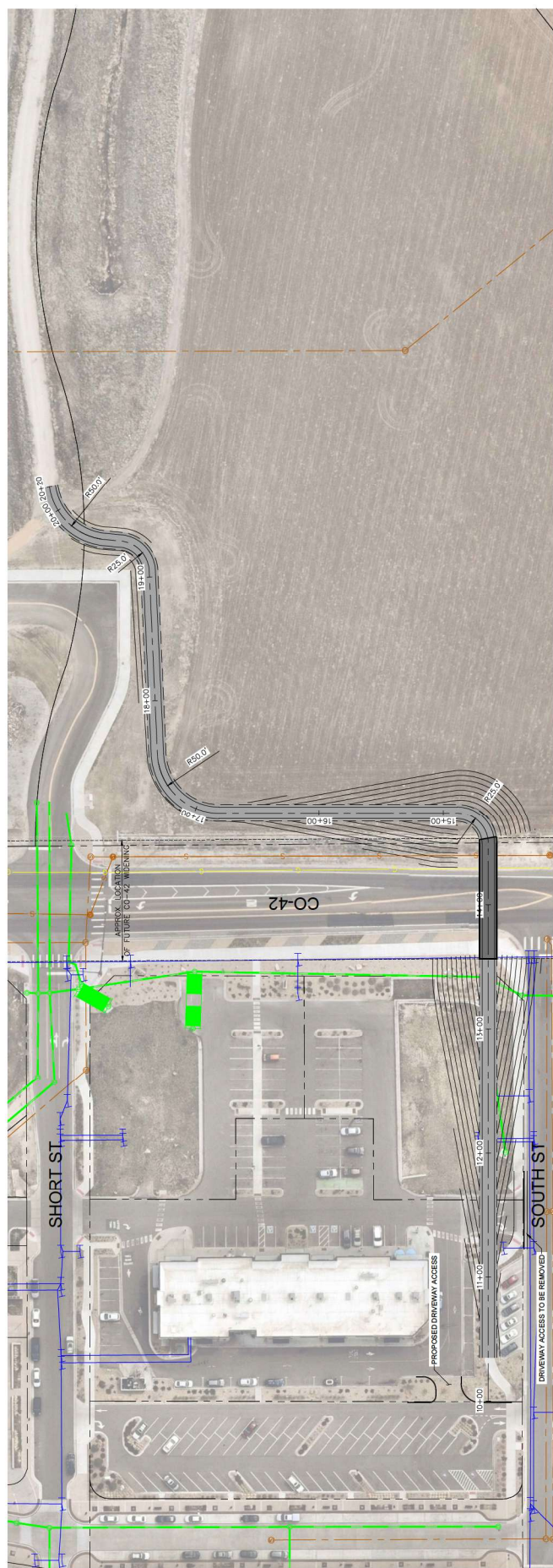


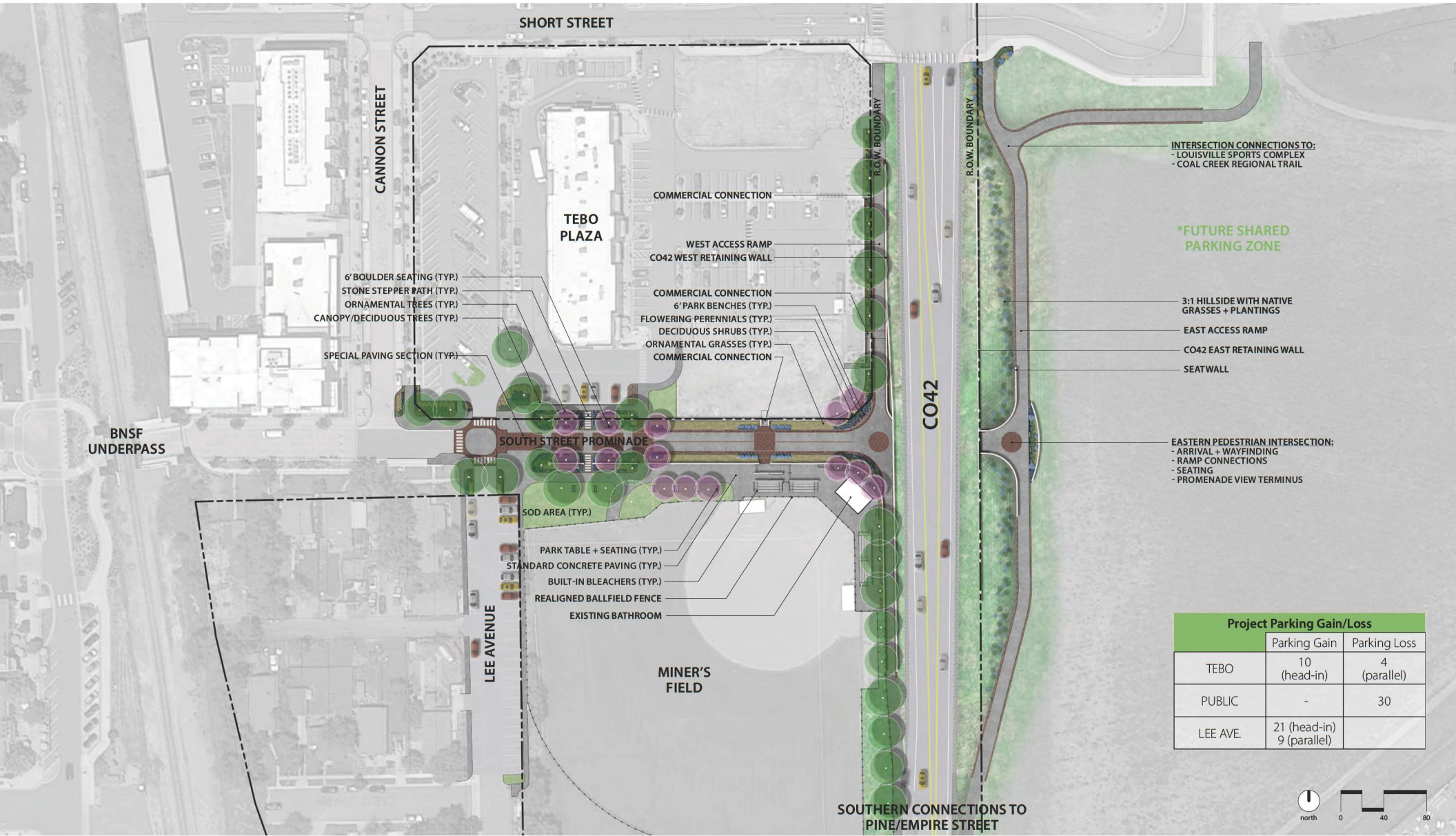
EXHIBIT 3D:
CO-42 & DELO UNDERPASS PLAN AND PROFILE
ALTERNATIVE D

Kimley»Horn-

SITE CONCEPT AERIAL OBLIQUE ILLUSTRATION - NE VIEW **EXPANDED SCOPE - \$14,000,000**







July 28, 2025

PROTEST OF THE CLOSING OF SOUTH STREET

From Jean Morgan 1131 Spruce St. (Miners Field Neighborhood) 303 666 4149

I am a 50+ year resident of the Miners Field Neighborhood. In closing South Street the impact will be extreme for our area.

1. Parking at Miners Field will be limited making it more difficult to haul equipment and for parents and friends to park near the field to watch their children's games.
2. It will impact the limited parking in the Tebo Shopping Center.
3. It will impact the Miners Field Neighborhood with parking especially on Lee Avenue.
4. If Lee Avenue is to be widened along right field, historic trees will probably be removed and perhaps the historic scoreboard which years ago had been deemed as historic and not to be removed.
5. Many fans sit along the right field fence along Lee Avenue to watch games. This area may be impacted for fans.
6. The following will be impacted if the ball field parking is removed and South Street is closed and no longer allows right turns only at Hwy 42.
 - a) Miners Field residents,
 - b) Tebo Shopping Center visitors
 - c) the businesses at Cannon/South Streets
 - d) the apartment complex on Cannon
 - e) the future railroad station passengers
 - f) entering/exiting the public parking lot along Short and South Streets
 - g) the increase of traffic on Short Street (it is called 'Short St.' for a reason); it cannot handle all the traffic coming from the above if South St. is closed.

SUGGESTION: Pave the west side of Hwy 42 between South and Short Streets along the unused area immediately west of the existing sidewalk for pedestrians and bikers who can easily go one block north to cross Hwy 42 at the light to access the Open Space trails. **Spend the money on something the city really needs!!!**

July 23, 2025

I am a resident of the Miners Field Neighborhood and recently went to a meeting with several city officials about the South Street and the ballpark parking area closure and the Hwy 42 underpass at South Street and Hwy 42. This was the FIRST TIME I was informed of this project! It apparently is a 'dun deal' without any prior notification to the neighborhood or the shopping center business managers affected by this project. This is very disturbing as those of us affected had no knowledge of this project before it apparently is to be done!

This plan removes twenty-three plus parking spaces and handicapped parking for the ball games and will put more parking impact on Lee Avenue as well as our Miners Field Neighborhood streets. It will make it more difficult to find parking during games, more difficult to carry equipment for a game, and will put parking into the shopping center (which will be expanded with a business in the lot on the north side of South Street).

I cannot imagine there would be that amount of bike and pedestrian traffic going under Hwy 42 to warrant this impact! People can also access the area east of Hwy 42 by merely going one block north and crossing safely with the traffic light!

I am not opposed to closing South Street at Hwy 42 (currently a right turn only). We can go one block north to Short Street to access Hwy 42. However, I am TOTALLY AGAINST SHUTTING DOWN Short Street which is the access to the ballfield parking.

Please reconsider this plan and the impact it will have on the neighborhood, the shopping center, ballgame fans, handicapped parking and those ball players carrying field equipment!

Please consider closing only the most eastern 3-4 parking spaces along South Street and leaving the rest of the parking along first base line for parking!

Jean Morgan -1131 Spruce St. Miners Field Neighborhood - 303 666 4149