

TO: DDA Board of Directors
FROM: Todd Dangerfield
DATE: December 14, 2023

RE: 2024-2027 Alley Enhancement Project Phases 3 & 4: Construction Management/Quality Assurance (CM/QA) Consultant Award Recommendation --PACKET UPDATE

Request For Proposal Process

Advertisement of a Request for Proposal (RFP) for qualified CM/QA consultants through the DDA's internal purchasing process commenced in early November 2023. A mandatory pre-bid submittal meeting to outline project scope and respond to consultant questions was held on November 14, with two consultant teams in attendance.

RFP Response & Recommendation

On November 29, one request for proposal (RFP) response was received from Ditesco Construction Services. Following a staff evaluation of the proposal per the criteria outlined in the RFP, Ditesco was contacted and scheduled for an interview.

On December 5, staff interviewed Ditesco team members. Following the interview, staff reaffirmed all proposal requirements were met prior to a recommendation for contract award.

Ditesco's proposal for Phases 3 & 4 includes:

- ~~Civil engineering designs and structural engineering services as required.~~
- Design RFP development and management of design phases.
- Construction management/general contractor (CM/GC) RFP and management of construction phases.
- Project budget management and cost control.
- Daily on-site construction management/right-of-way inspections/quality assurance of installations.
- Post construction punchlist development and management.

These services are outlined in the following summary to support the next two phases of alley enhancements scheduled for design and construction in 2024 through 2027:

Phase 3 Alleys (2024-2025)

- East Myrtle Street to East Mulberry Street (east of South College Avenue behind Big City Burrito)
 - Chestnut Street to Jefferson Street (behind Armory & Hahn Plumbing)
 - Design: Design Management/~~Engineering Services~~ \$81,767
 - Construction: Construction Management/Engineering Services \$274,668
 - Bidding: Design Consultant & Construction Contractor RFP Processes \$ 13,676
 - Project Reimbursable Subtotal: \$ 7,380
- Total Phase 3: \$377,491

Phase 4 Alleys (2026-2027)

- East Olive Street to East Magnolia Street (east of South College Avenue, behind Uncommon residential building)
 - Whitton Court (Trimble Court to Walnut Street behind Sense of Place)
 - Design: Design Phase Management/~~Engineer Services~~ \$ 90,082
 - Construction: Construction Phase Management/Engineer Services \$286,436
 - Bidding: Design Consultant & Construction Contractor RFP Processes \$ 14,706
 - Project Reimbursable Subtotal: \$ 7,616
- Total Phase 4: \$398,840

Grand Total Phases 3 & 4: \$776,331

Based on this analysis, staff recommend Ditesco for Phase 3 & 4 CM/QA consulting services. A draft copy of the Professional Services Agreement (PSA) is attached for informational purposes (refer to Attachment A). The amended Alley Design and Construction Schedule and timeline of activities for each alley phase are attached for reference (refer to Attachments B and C). Following approval of staff's recommendation, additional supporting project narrative will be provided by Ditesco and included with the final draft PSA prior to execution.

Funding

In March 2023, the DDA Board approved an allocation of \$566,722 for Phase 3 alley designs and CM/QA consulting services. This amount was based on estimates created in early 2023. This amount is sufficient to fund CM/GC consultant services for Phase 3 (\$377,491) with \$189,231 remaining for Phase 3 design consultant services. Following the Phase 3 design RFP process that is scheduled in early 2024, staff will present an additional allocation request for design consulting services. Since this contract will be work order based, Phase 4 services (2026-2027) will be funded through future allocations, and dependent upon Board approval of funds.

Requested Board Action

Staff recommends the Board approve an Agreement and authorize the Chair to execute the Professional Services Agreement with Ditesco Construction Services in the amount of \$776,331 for construction management/quality assurance services related to the 2024-2027 Alley Enhancement Projects Phases 3 & 4.

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into the day and year set forth below, by and between THE FORT COLLINS, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the "DDA"), and _____ (the "Professional").

WITNESSETH:

WHEREAS, pursuant to Colorado Revised Statutes ("C.R.S.") § 31-25-807, the DDA is empowered to make and enter into all contracts which are necessary or incidental to the exercise of its powers and performance of its duties;

WHEREAS, the Board of Directors of the DDA (the "Board") approved in 2008 the Master Plan for Downtown Alleys and Integrated Walkways;

WHEREAS, the Board, on October 10, 2019, re-prioritized the order of alley enhancements from the Master Plan and adopted an alternative delivery model for bundling alleys into phases for the construction management, design and construction of the remaining alleys, which will continue through 2029;

WHEREAS, construction of the 2024-2027 Phased Downtown Alley Enhancement Project improvements will involve myriad complex infrastructure and utility coordination issues, which will create a high degree of construction risk for the DDA, and which will require engineering and construction management expertise beyond the in-house capabilities of the DDA;

WHEREAS, the DDA, in recognition of the foregoing, released on _____, a request for proposals seeking professional engineering and construction management assistance in connection with the 2024-2027 Phased Downtown Alley Enhancement Project, including program, project and construction management; project risk management and cost control; project delivery; and licensed engineering; with a specialization in program, project, and construction management of complex infrastructure projects involving high construction risks;

WHEREAS, the Professional responded to the request for proposals and was selected to assist the DDA as the lowest responsive and responsible bidder; and

WHEREAS, the Board, on _____, approved this Professional Services Agreement with the Professional and authorized the expenditure of up to _____ for the Professional's performance of the Scope of Services hereunder, attached hereto as **Exhibit B**, consisting of four (4) pages and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed the receipt and adequacy of which are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Contract Period. This Agreement shall commence upon execution hereof and shall

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continue in full force and effect until completion of all services described in the Scope of Services, or _____, whichever occurs first.

2. Scope of Services. The Professional agrees to provide services in accordance with the Scope of Services.

3. The Work Schedule. The Professional acknowledges that the services it is to perform under the Scope of Services are to be coordinated with Phase 3 and Phase 4 of the 2020-2023 Phased Downtown Alley Enhancement Project, and the sub-phases related thereto, and that, at the time of execution hereof, firm dates for the commencement and completion of such phases and sub-phases have not been determined by the DDA. While it is the intention of the DDA that Phase 3 and Phase 4 of the 2024-2027 Phased Downtown Alley Enhancement Project, and their respective related sub-phases, will generally occur as set forth in attached **Exhibit C**, consisting of two (2) pages and incorporated herein by this reference, the Professional understands that such schedule is subject to change at any time. The Professional therefore agrees to be available to perform the Scope of Services on an as-needed basis at any time during the Term, with specific dates of performance to be determined by the DDA Representative ("DDA Representative" being defined and described in Section 8 below), which dates of performance shall be communicated to the Professional with reasonable advance notice.

4. Notice to Commence Phase 4, Confirmation of Billing Rates/Budget. At least ninety (90) days prior to when the DDA intends for the Professional to commence work on Phase 2, the DDA Representative shall send notice to the Professional of such intent and request that the Professional confirm that its billing rates and Phase 4 budget estimate provided in attached Exhibits B and D are current and accurate. The Professional shall provide a response to such notice within thirty (30) days of its receipt either confirming that said rates and budget estimate remain current and accurate or providing notice of a rate increase and budget estimate increase, which the Professional shall substantiate by reference to inflationary or other factors. The Professional understands and agrees that any increase to said billing rates or budget estimate shall require the approval of the DDA Board, which it may approve or deny in its sole discretion.

5. Compensation. In consideration of the Professional's performance hereunder, the DDA agrees to pay the Professional on a time and reimbursable direct cost basis in accordance with the budget allocation contained in attached **Exhibit D**, consisting of two (2) page and incorporated herein by this reference, up to a maximum amount of _____ for both the Professional's time and direct reimbursable costs.

6. Billing. The Professional shall submit to the DDA detailed monthly invoices which set forth the following: (1) each service rendered; (2) if subconsultants are used, the identity of the party rendering each service; (3) the cost of each service rendered by the Professional or subconsultant(s); and (4) direct costs eligible for reimbursement hereunder. The Professional shall include with the invoice sufficient evidence of direct costs it has incurred for which it seeks reimbursement from the DDA. The Professional's failure to comply with these requirements may, at the DDA's option, suspend processing of payment requests until the Professional's invoice is in compliance with said requirements. The DDA shall be obligated to pay invoices that conform to the requirements contained herein within thirty (30) days of receipt.

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7. Use of Subconsultants. All subconsultants that will be performing work hereunder must be approved in writing by the DDA prior to commencing any such work.

8. DDA Representative. The DDA shall designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project (the "DDA Representative"). All communications concerning this Agreement should be directed to the DDA Representative.

9. Early Termination by the DDA. Notwithstanding the time periods contained herein, the DDA has the right to terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of any such early termination by the DDA, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

10. Early Termination by the Professional. Notwithstanding the term hereof, the Professional shall have the right to terminate this Agreement at any time without cause by providing written notice of termination to the DDA. Such notice shall be delivered at least forty-five (45) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the DDA and the Professional. Delivering notice of early termination to the DDA shall not in any way relieve that Professional of its obligation to perform services under this Agreement through the effective date of such early termination, or relieve the DDA of its obligation to pay the Professional for such performance through the effective date of such early termination.

11. Additional Services, Changes to the Scope of Services. The DDA shall have the right during the term hereof to request changes or additions to the Scope of Services through written change order requests. Once the DDA has delivered notice of such change to the Professional, no work related to the requested change shall proceed until the parties have reached agreement regarding changes in price or scheduling requirements related to the requested change, and a written change order documenting the agreed-upon terms is prepared and issued by the DDA. No such changes or additions shall be considered approved, binding, or enforceable until the parties hereto have signed such change order form. The hourly rate to be charged for any changed or added services shall be governed by the wage rate schedule agreed upon.

12. Monthly Report. Commencing thirty (30) days after the date of execution of this Agreement, and continuing every thirty (30) days thereafter for the term hereof, the Professional shall provide to the DDA Representative a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the DDA, suspend the processing of any partial payment request.

13. Coordination, Quality and Accuracy of Services. The Professional shall be responsible for the coordination of all services between the Professional and its subconsultants. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by the Professional and its subconsultants,

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which services shall include, by way of example and without limitation, designs, plans, reports, specifications, and drawings and the Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

14. Independent Contractor. The services the Professional will be performing hereunder are those of an independent contractor, and not of an agent or employee of the DDA, nor shall the Professional's employees, agents or subconsultants be considered employees or agents of the DDA. The DDA shall not be responsible for withholding any portion of the Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

15. Responsibility for Employees and Subconsultants. The Professional shall employ and contract with only those persons or entities that are properly skilled, accredited, certified, and/or licensed, as applicable, to safely and competently perform work of the type and scope which they will be performing. The Professional agrees that it shall be fully responsible for the acts and omissions of its employees and agents and for those of its subconsultants, and any persons either directly or indirectly employed by any subconsultants to the same degree as acts and omissions of persons the Professional directly employs. Nothing contained in this Agreement shall create any contractual relation between any subconsultant and the DDA, except to the extent the DDA is indemnified or insured through requirements upon said subconsultants.

16. Legal Compliance, License and Business Requirements. The Professional shall hold, in the Professional's name, all licenses necessary to perform the Scope of Services, and shall have full authority to do such business in the State of Colorado. The Professional shall at all times during the term hereof have a designated place of business for making and accepting communications with or from the DDA. The Professional warrants to the DDA that it shall exercise the highest degree of competence and care, as determined by accepted standards for work of similar nature, in performing any services or work hereunder, and that such services and work shall be performed in accordance with all applicable laws, rules and regulations.

17. Insurance Requirements. The Professional shall provide and maintain during the term hereof, at its own expense, and from insurance companies acceptable to the DDA, the insurance coverage designated hereinafter, and shall require the same of all subconsultants providing services in connection with this Agreement:

A. Employee Insurance. The Professional shall provide for all of its employees engaged in work performed under this Agreement:

- i. *Workers' Compensation.* In accordance with the laws of the State of Colorado.
- ii. *Employer's Liability Insurance.* In an amount not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence, Five Hundred Thousand Dollars (\$500,000.00) aggregate, for each employee.

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B. Liability Insurance. The Professional shall provide the following liability insurance coverage:

- i. *Commercial General Liability and Automobile Liability Insurance.* Commercial general liability and commercial automobile liability insurance as will provide coverage for claims for damages resulting from bodily injury and death, as well as for claims for property damage and loss, which may arise directly or indirectly from the performance of work under this Agreement. Amount of coverage for commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence, for bodily injury, death and property damage. Amount of coverage for commercial automobile liability shall be not less than One Million Dollars (\$1,000,000.00) combined single limits, per accident, for bodily injury, death and property damage or loss, and coverage shall extend to any vehicle (including owned, hired and non-owned vehicles) used by the Professional, or with the consent of the Professional, in connection with the performance of the Scope of Services. The DDA shall be named on such policy or policies as an additional insured with primary coverage. Such policy or policies shall contain a standard cross-liability endorsement, and shall also contain substantially the following statement:

“The insurance covered by this Certificate shall not be canceled or materially altered, without ten (10) days’ prior written notice to the Fort Collins, Colorado, Downtown Development Authority.”

- ii. *Professional Liability Insurance.* Professional liability insurance covering errors and omissions of the Professional. Amount of coverage shall be not less than One Million Dollars (\$1,000,000.00).
 - iii. *Certificates of Insurance.* Prior to commencing work hereunder, the Professional shall furnish the DDA with certificates of insurance for all liability insurance required herein, which show the type, amount, class of operations covered, effective dates and date of expiration of such policies.
- C. Subconsultant Liability. In the event that any work performed hereunder is performed by a subconsultant, the Professional shall be responsible for any and all liability resulting from, arising out of or in any way connected with the work performed under this Agreement by such subconsultant, which liability is not covered by such subconsultants insurance.
- D. Breach of Insurance Requirements. In the event the Professional breaches its insurance obligations under this Agreement, the DDA shall have the right, but not the obligation, to take out and maintain throughout the term hereof any

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insurance policy or policies necessary to meet the insurance obligations herein required, and the Professional shall be liable to the DDA for all costs associated with obtaining and maintaining such policy or policies, and the DDA shall further have the right to deduct any and all such costs from payments due, or which may become due, to the Professional.

18. No Assignment. The Professional acknowledges that the DDA enters into this Agreement based upon the unique qualifications and special abilities of the Professional and that this Agreement shall be considered an agreement for personal services. Accordingly, the Professional shall not have the right, power or authority to assign any responsibilities nor delegate any of its duties arising hereunder to any other individual or entity without the prior written consent of the DDA.

19. Modification of Agreement. No subsequent addition to this Agreement, or modification of any term or provision herein contained, shall be valid, binding, or enforceable unless made in writing and signed by the parties hereto.

20. Default. Each and every term and provision contained herein shall be deemed to be a material element of this Agreement. In the event that either party hereto should fail or refuse to perform in accordance with any term or provision of this Agreement, such party may be declared in default.

21. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncured after the ten (10) day period, the party declaring default may elect to: (a) terminate this Agreement and seek damages; or (b) avail itself of any other remedy provided by law or at equity. The election by a party of one form of remedy shall not preclude such party from seeking any other remedy provided by law or at equity. In the event of any such uncured default, the non-defaulting party shall be entitled to and shall be awarded from the defaulting party all reasonable costs and expenses, including attorneys' fees and other legal expenses, incurred by the non-defaulting party in connection with such default.

22. Acceptance Not Waiver. Approval by the DDA of drawings, designs, plans, specifications, reports and incidental work or materials furnished hereunder shall in any way relieve the Professional of responsibility for the quality or technical accuracy of such work. The DDA's approval or acceptance of, or payment for, any services performed hereunder shall not be construed to operate as a waiver of any rights or benefits provided hereunder.

23. Limitation on Waiver of Breach. The failure of either party hereto to insist, in any one instance or more, upon the performance of any of the duties, obligations, covenants or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such duties, obligations, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

24. Indemnification. The Professional shall indemnify, save and hold harmless the DDA, its officers, directors, employees and agents, from and against any claim, suit, demand, liability, loss, cost, expense or damage, including, attorneys' fees, judgments, or other legal

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expenses resulting from, arising out of or in any way connected with the Professional's performance hereunder. In any and all claims, suits, or demands against the DDA, or its officers, directors, employees and agents, by any employee or agent of the Professional, or of any the Professional's subconsultants, the indemnification obligation under this Section 23 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional or any subconsultant under workers' compensation laws, disability benefit laws or other employee benefit laws provided by law.

25. Notification of Claim. The DDA shall notify the Professional within a reasonable time after receiving notice of any claim for which the indemnity provision contained herein would apply. So long as the Professional promptly and vigorously defends a claim, the Professional shall have control over the defense and settlement of any such claim; provided, however, that the Professional must obtain a complete discharge of all DDA liability through any such settlement. In the event that the Professional fails to promptly and vigorously pursue the defense and/or settlement of such claim, the DDA shall have the right, but not the obligation, to assume the defense and settlement thereof, and the Professional shall be liable for all costs and expenses incurred by the DDA in the pursuit thereof. The DDA shall furnish, at the Professional's reasonable request and expense, information and assistance necessary for such defense.

26. Notice. Except as expressly provided otherwise, any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service or Federal Express for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to the Professional: _____

If to the DDA:

The Fort Collins, Colorado
Downtown Development Authority
ATTN: Executive Director
19 Old Town Square, Suite 230
Fort Collins, CO 80524

With a copy to:

Liley Law Offices, LLC
ATTN: Joshua Liley
2627 Redwing Road, Suite 342
Fort Collins, CO 80526

Notice of a change of address of a party shall be given in the same manner as all other

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notices as hereinabove provided.

27. Work Product. The DDA shall own and retain all right, title, and interest in and to all reports, documents, drawings, specifications, plans, designs, and other information or work product that are produced, created developed, or made by Professional or its subconsultants in connection with the Scope of Services (collectively the "Work Product"), and such Work Product shall be the sole property of the DDA.

28. Project Drawings, Other Deliverables. Upon conclusion of the project and before final payment, the Professional shall provide to the DDA all deliverables described in the Scope of Services, as well as reproducible drawings of the project containing accurate information on the project as constructed. Drawings provided to the DDA shall be of archival quality. A thumb drive of the as-built drawings shall also be submitted to the DDA in a PDF, or similar version no older than the established standard.

29. Subject to Annual Appropriation. Any financial obligations of the DDA arising under this Agreement which are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the City Council of the City, in its discretion, and/or the Board of the DDA, in its discretion, as applicable.

30. Successor Entity to the DDA. In the event that the legal existence of the DDA terminates during the term of this Agreement, it is expressly acknowledged by the parties hereto that the City is designated the DDA's successor entity, and all rights and obligations of the DDA set forth herein shall thereupon become the rights and obligations of the City.

31. Governing Law/Venue/Severability. The laws of the State of Colorado shall govern the execution, construction, interpretation and enforcement of this Agreement. Should any party hereto institute legal suit or action resulting from, arising out of or in any way connected with this Agreement, it is agreed by the parties hereto that venue for such suit or action shall be proper and exclusive in the District Court of Larimer County, Colorado. If any term or conditions contained herein is held to be illegal, invalid or unenforceable, such term or condition shall be fully severable.

32. Attorney Fees. In the event that any litigation is commenced by one party hereto against the party hereto, which litigation results from, arises out of, or is in any way connected with this Agreement, the court shall award to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal expenses.

33. Prohibition Against Employing Illegal Aliens. Pursuant to C.R.S. § 8-17.5-101 et seq., the Professional represents and agrees that:

a. As of the date of execution of this Agreement:

i. The Professional does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and

ii. The Professional will participate in either the e-Verify program created in

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Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program, an employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c) and administered by the Colorado Department of Labor and Employment, Division of Labor, in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

b. The Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subconsultant who knowingly employs or contracts with an illegal alien to perform work under this Agreement.

c. The Professional shall not use the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants during the term hereof.

d. If the Professional obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Professional shall:

i. Notify such subconsultant and the DDA within three days that the Professional has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this Section 38 the subconsultant does not cease employing or contracting with the illegal alien; except that the Professional shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

e. The Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102 (5).

f. If the Professional violates any provision of this Agreement pertaining to the duties imposed by C.R.S. § 8-17.5-102 the DDA shall have the right to terminate this Agreement. If this Agreement is so terminated, the Professional shall be liable for actual and consequential damages to the DDA arising out of the Professional's violation of C.R.S. § 8-17.5-102.

g. The DDA will notify the Office of the Secretary of State if the Professional violates this provision of this Agreement and the DDA terminates the Agreement for such breach.

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34. Integration/Survival. This contract, which includes this Agreement together with any exhibits incorporated herein by reference, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, whether written or oral. All conditions, rights, privileges, duties, covenants, warranties and obligations contained herein shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective successors and assigns, and shall remain in full force and effect and shall survive, to the maximum extent allowable by law, the termination or expiration of this Agreement.

35. Interpretation. Sections and headings contained herein are for organizational purposes only and shall not affect the interpretation of this Agreement. The terms and conditions contained in the body of this Agreement shall always supersede and control the terms and conditions contained in any attached and incorporated document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below written.

THE FORT COLLINS, COLORADO
DOWNTOWN DEVELOPMENT AUTHORITY, a
body corporate and politic

By: _____
_____, Chair

Date: _____

ATTEST:

By: _____
_____, Secretary

_____.

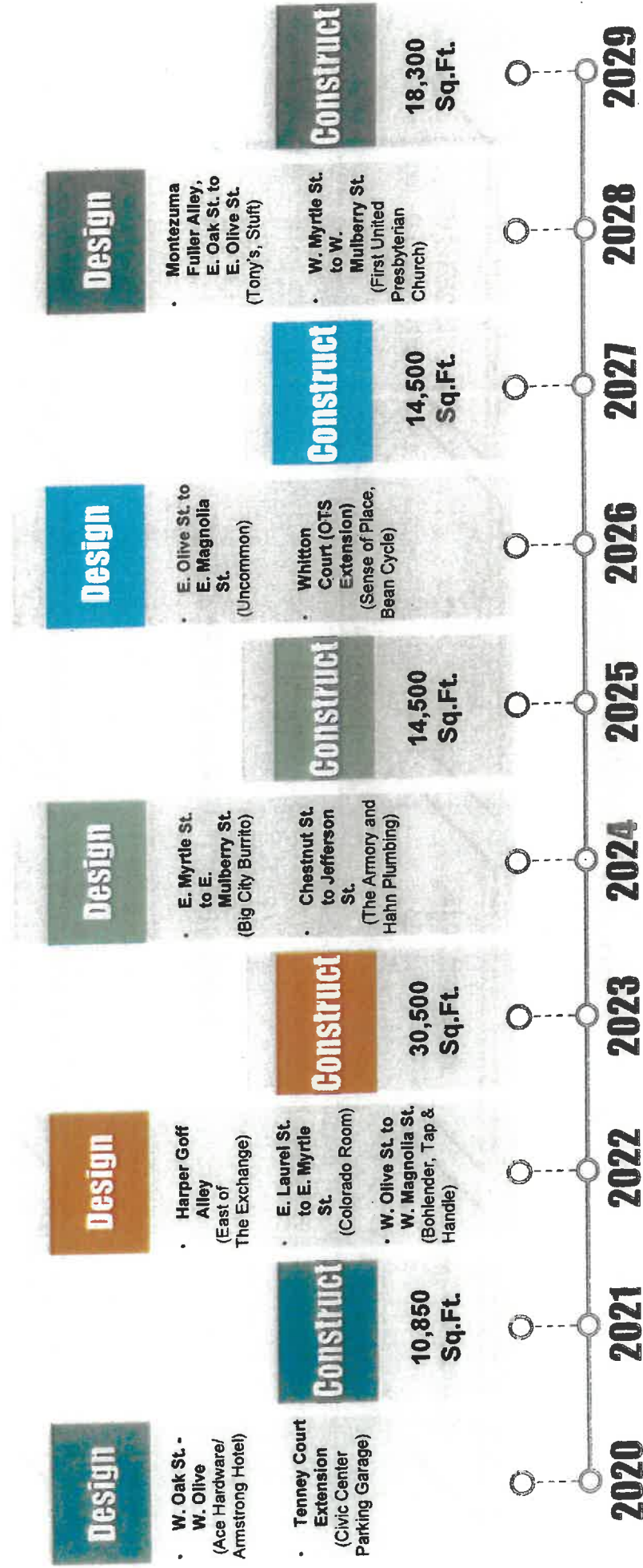
By: _____

Date: _____

ATTACHMENT B

DDA Enhanced Alleys Design & Construction Schedule

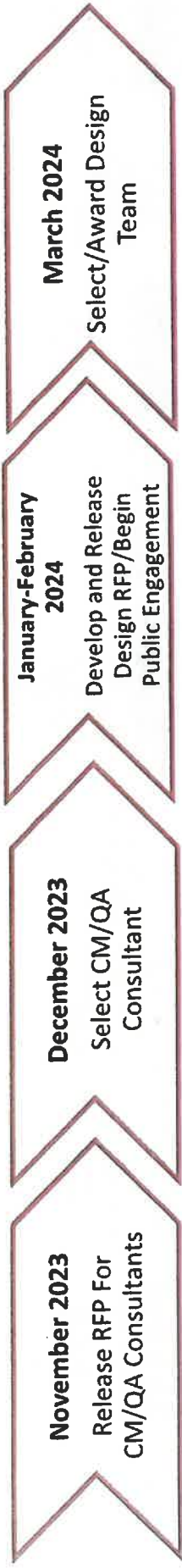
(Amended by DDA Board 11.9.2023)



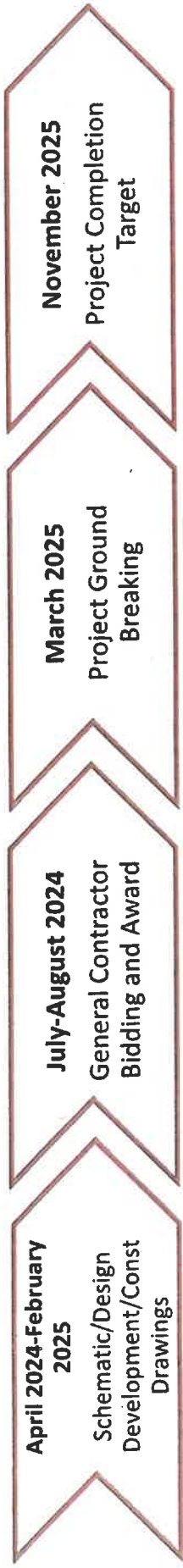
ATTACHMENT C

Downtown Alleys Renovation Projects (Phase 3)

Proposed Timeline 2023-2024



Proposed Timeline 2024-2025



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Downtown Alleys Renovation Projects (Phase 4)

Proposed Timeline 2026-2027

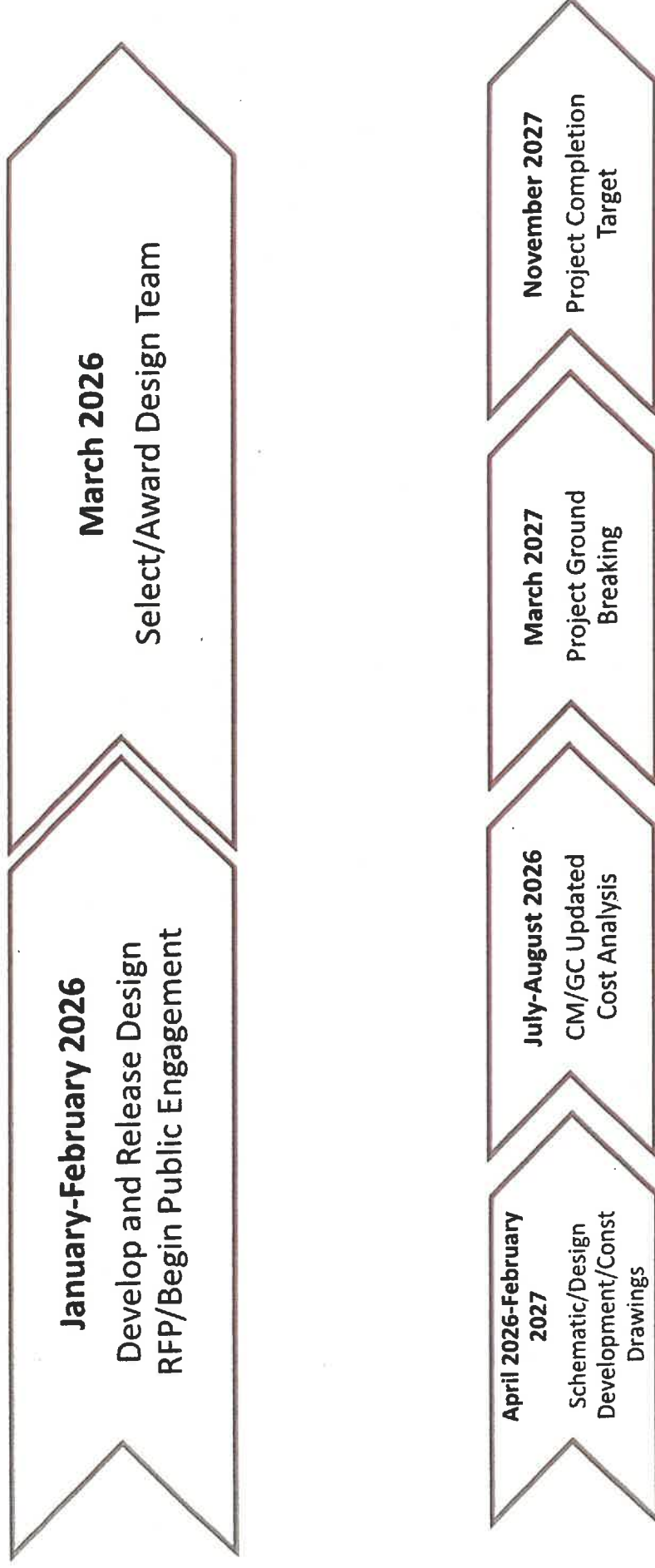


EXHIBIT D



Fort Collins Downtown Development Authority
2024 - 2026 Alley Renovations - Phase 3 & 4

11/15/2023

Phase/Task Description	Keith Meyer	Kelsey Madsen	Nathan Dunning or TBD	Rhonda Bunner	Leslie Brantner	Task Total
	Principal	Project Manager	Assoc. Engineer	CAD Designer	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	
	\$185	\$145	\$115	\$136	\$72	
Phase 3 - E. Myrtle Street to Mulberry St. and Chestnut St. to Jefferson St.						
Design Phase						\$81,767
1.01 Design						
- Establish Procure Site	0	0	2	0	0	\$230
- Schedule Creation & Management	0	12	2	0	0	\$1,970
- Stakeholder Coordination	0	22	0	0	0	\$3,190
- Budget Management & Cost Control	10	11	2	0	0	\$3,675
- Design Management (Permitting, Coordination, Reviews)	5	131	0	10	0	\$21,280
- Easement Exhibit Development	0	50	0	40	0	\$12,690
1.02 Meetings						
- Bi-Weekly Progress Meetings	22	44	22	0	0	\$12,854
- DDA Board & Public Meetings	2	8	8	0	0	\$2,450
- Monthly Budget Meeting	11	11	0	0	0	\$3,630
- Property/Business Owner One-on-One Meetings	0	22	0	0	0	\$3,159
1.03 Independent Cost Estimate						
1.05 Site Investigation	0	0	2	0	0	\$230
1.06 Technical Specifications	0	4	8	0	0	\$1,500
1.08 Review Plans/Specs						
- Schematic Design (30%)	2	12	5	0	0	\$2,685
- Design Development (60%)	6	20	10	0	0	\$5,160
- Construction Documents (90%)	2	10	5	0	0	\$2,395
2.3 Contract Management	10	11	0	0	17	\$4,669
Work Effort Subtotal	70	367	66	50	17	
Cost per labor category	\$12,910	\$53,267	\$7,565	\$6,800	\$1,224	\$81,767
Hours per day	0.3	1.7	0.3	0.2	0.1	
Bidding Phase						\$13,676
1.04 Bid Assistance (Design)						
- Draft Urban Design RFP	2	10	0	0	0	\$1,820
- Attend Pre-Proposal Meeting	6	6	0	0	0	\$1,980
- Review Proposals & Attend Interviews	8	8	0	0	0	\$2,640
- Recommendation of Award	0	2	0	0	0	\$290
1.04 Bid Assistance (Construction)						
- Draft Contractor CM/GC RFP	2	10	0	0	0	\$1,820
- Attend Pre-Proposal Meeting	6	6	0	0	0	\$1,980
- Review Proposals & Attend Interviews	8	8	0	0	0	\$2,640
- Recommendation of Award	0	2	0	0	0	\$290
2.3 Contract Management	0	0	0	0	3	\$216
Work Effort Subtotal	32	52	0	0	3	
Cost per labor category	\$5,920	\$7,540	\$0	\$0	\$216	\$13,676
Hours per day	0.6	1.0	0.0	0.0	0.1	
Construction Phase						\$274,668
1.02 Meetings						
- Pre-Construction Meeting	0	4	4	0	0	\$1,040
- Weekly Construction Progress Meeting	21	83	83	0	0	\$25,375
- Monthly Budget Meeting	10	20	0	0	0	\$4,750
1.05 Site Investigation	0	4	6	0	0	\$1,270
1.05 Permitting	0	2	2	0	0	\$520
2.1 Resident Engineering						
- Create and Compile Job Files	0	4	8	0	0	\$1,500
- Weekly & Monthly Reports	0	26	51	0	51	\$13,387
- Construction Management	30	208	1036	0	0	\$154,817
- Daily Log & Photographic Documentation	0	41	207	0	0	\$29,829
2.2 Submittal Review	0	25	50	0	0	\$9,375
2.4 RFI Response	0	15	10	0	0	\$3,325
2.5 Schedule Review	4	11	11	0	0	\$3,600
2.7 Project Close Out						
- Punchlist Site Walk	0	4	4	0	0	\$1,040
- Record Drawing Compilation	0	15	50	0	0	\$7,925
- Close Out Paperwork (substantial and final completion, etc.)	0	4	0	0	0	\$580
- Project Close Out (compilation of files, photos, job records, etc.)	2	8	10	0	0	\$2,680
- Warranty Walk Through (11th and 23rd months)	0	4	4	0	0	\$1,040

EXHIBIT D



Fort Collins Downtown Development Authority
2024 - 2026 Alley Renovations - Phase 3 & 4

11/15/2023

Phase/Task Description	Keith Meyer	Kelsey Madsen	Nathan Dunning or TBD	Rhonda Bunner	Leslie Brantner	Task Total
	Principal	Project Manager	Assoc. Engineer	CAD Designer	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	
	\$185	\$145	\$115	\$136	\$72	
2.3 Contract Management						
- Ditesco Contract Management	10	10	0	0	10	\$4,020
- Contractor Contract Management	0	20	10	0	0	\$4,050
- Establishment of CM/GC GMP	0	25	8	0	0	\$4,545
Other direct costs (mileage, reproduction, etc)						\$7,380
Work Effort Subtotal	77	533	1554	0	61	
Cost per labor category	\$14,192.14	\$77,326.43	\$178,726.43	\$0.00	\$4,422.86	\$282,048.0
Hours per day	0.4	2.6	7.5	0.0	0.3	
Total Work Effort	179	953	1620	50	81	\$370,110
ODCs						\$7,380
Cost per labor category	\$33,022.50	\$138,133.21	\$186,291.79	\$6,800.00	\$5,862.86	
Total Fee Estimate:						\$377,491

Assumptions:

- Design Phase: 11 Months
- Bidding Phase: 3 Months
- Construction Services: 10 Months
- Design services, including civil and structural engineering, is not included.
- Potholing & SUE Plan Development is not included.

EXHIBIT D



Fort Collins Downtown Development Authority
2024 - 2026 Alley Renovations - Phase 3 & 4

11/15/2023

Phase/Task Description	Keith Meyer	Kelsey Madsen	Nathan Dunning or TBD	Rhonda Bunner	Leslie	Task Total
	Principal	Project Manager	Project Engineer	CAD Designer	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	
	\$193	\$151	\$120	\$142	\$75	
Phase 4 - E. Olive Street to E. Mulberry Street and Whitton Ct. to Walnut Street						
Design Phase						\$90,082
1.01 Design						
- Establish Procore Site	0	0	2	0	0	\$240
- Schedule Creation & Management	0	12	2	0	0	\$2,052
- Stakeholder Coordination	0	22	0	0	0	\$3,322
- Budget Management & Cost Control	10	11	2	0	0	\$3,831
- Design Management (Permitting, Coordination, Reviews)	5	153	0	10	0	\$25,488
- Easement Exhibit Development	0	50	0	40	0	\$13,230
1.02 Meetings						
- Bi-Weekly Progress Meetings	22	44	22	0	0	\$13,440
- DDA Board & Public Meetings	2	8	8	0	0	\$2,554
- Monthly Budget Meeting	11	11	0	0	0	\$3,784
- Property/Business Owner One-on-One Meetings	0	22	0	0	0	\$3,290
1.03 Independent Cost Estimate						
1.05 Site Investigation	0	0	2	0	0	\$240
1.06 Technical Specifications	0	4	8	0	0	\$1,564
1.08 Review Plans/Specs						
- Schematic Design (30%)	2	12	5	0	0	\$2,798
- Design Development (60%)	6	30	10	0	0	\$6,888
- Construction Documents (90%)	2	10	5	0	0	\$2,496
2.3 Contract Management	10	11	0	0	17	\$4,866
Work Effort Subtotal	70	399	66	50	17	
Cost per labor category	\$13,510	\$60,303	\$7,894	\$7,100	\$1,275	\$90,082
Hours per day	0.3	1.8	0.3	0.2	0.1	
Bidding Phase						\$14,706
1.04 Bid Assistance (Design)						
- Draft Urban Design RFP	2	10	0	0	0	\$1,896
- Attend Pre-Proposal Meeting	6	6	0	0	0	\$2,064
- Review Proposals & Attend Interviews	8	8	0	0	0	\$2,752
- Recommendation of Award	0	2	0	0	0	\$302
1.04 Bid Assistance (Construction)						
- Draft Contractor CM/GC RFP	2	10	0	0	0	\$1,896
- Attend Pre-Proposal Meeting	6	6	0	0	0	\$2,064
- Review Proposals & Attend Interviews	8	8	0	0	0	\$2,752
- Recommendation of Award	0	2	0	0	0	\$302
2.3 Contract Management	0	3	0	0	3	\$678
Work Effort Subtotal	32	55	0	0	3	
Cost per labor category	\$6,176	\$8,305	\$0	\$0	\$225	\$14,706
Hours per day	0.6	1.0	0.0	0.0	0.1	
Construction Phase						\$286,436
1.02 Meetings						
- Pre-Construction Meeting	0	4	4	0	0	\$1,084
- Weekly Construction Progress Meeting	21	83	83	0	0	\$26,452
- Monthly Budget Meeting	10	20	0	0	0	\$4,950
1.05 Site Investigation	0	4	6	0	0	\$1,324
1.05 Permitting	0	2	2	0	0	\$542
2.1 Resident Engineering						
- Create and Compile Job Files	0	4	8	0	0	\$1,564
- Weekly & Monthly Reports	0	26	51	0	51	\$13,955
- Construction Management	30	208	1036	0	0	\$161,484
- Daily Log & Photographic Documentation	0	41	207	0	0	\$31,113
2.2 Submittal Review	0	25	50	0	0	\$9,775
2.4 RFI Response	0	15	10	0	0	\$3,465
2.5 Schedule Review	4	11	11	0	0	\$3,753
2.7 Project Close Out						
- Punchlist Site Walk	0	4	4	0	0	\$1,084
- Record Drawing Compilation	0	15	50	0	0	\$8,265
- Close Out Paperwork (substantial and final completion, etc.)	0	4	0	0	0	\$604

EXHIBIT D



Fort Collins Downtown Development Authority
2024 - 2026 Alley Renovations - Phase 3 & 4

11/15/2023

Phase/Task Description	Keith Meyer	Kelsey Madsen	Nathan Dunning or TBD	Rhonda Bunner	Leslie	Task Total
	Principal	Project Manager	Project Engineer	CAD Designer	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	
	\$193	\$151	\$120	\$142	\$75	
- Project Close Out (compilation of files, photos, job records, etc.)	2	8	10	0	0	\$2,794
- Warranty Walk Through (11th and 23rd months)	0	4	4	0	0	\$1,084
2.3 Contract Management						
- Ditesco Contract Management	10	10	0	0	10	\$4,190
- Contractor Contract Management	0	20	10	0	0	\$4,220
- Establishment of CM/GC GMP	0	25	8	0	0	\$4,735
Other direct costs (mileage, reproduction, etc)						\$7,616
Work Effort Subtotal	77	533	1554	0	61	
Cost per labor category	\$14,805.86	\$80,526.14	\$186,497.14	\$0.00	\$4,607.14	\$294,051.8
Hours per day	0.4	2.6	7.5	0.0	0.3	
Total Work Effort	179	988	1620	50	81	\$391,225
ODCs						\$7,616
Cost per labor category	\$34,491.86	\$149,134.07	\$194,391.43	\$7,100.00	\$6,107.14	
Total Fee Estimate:						\$398,840

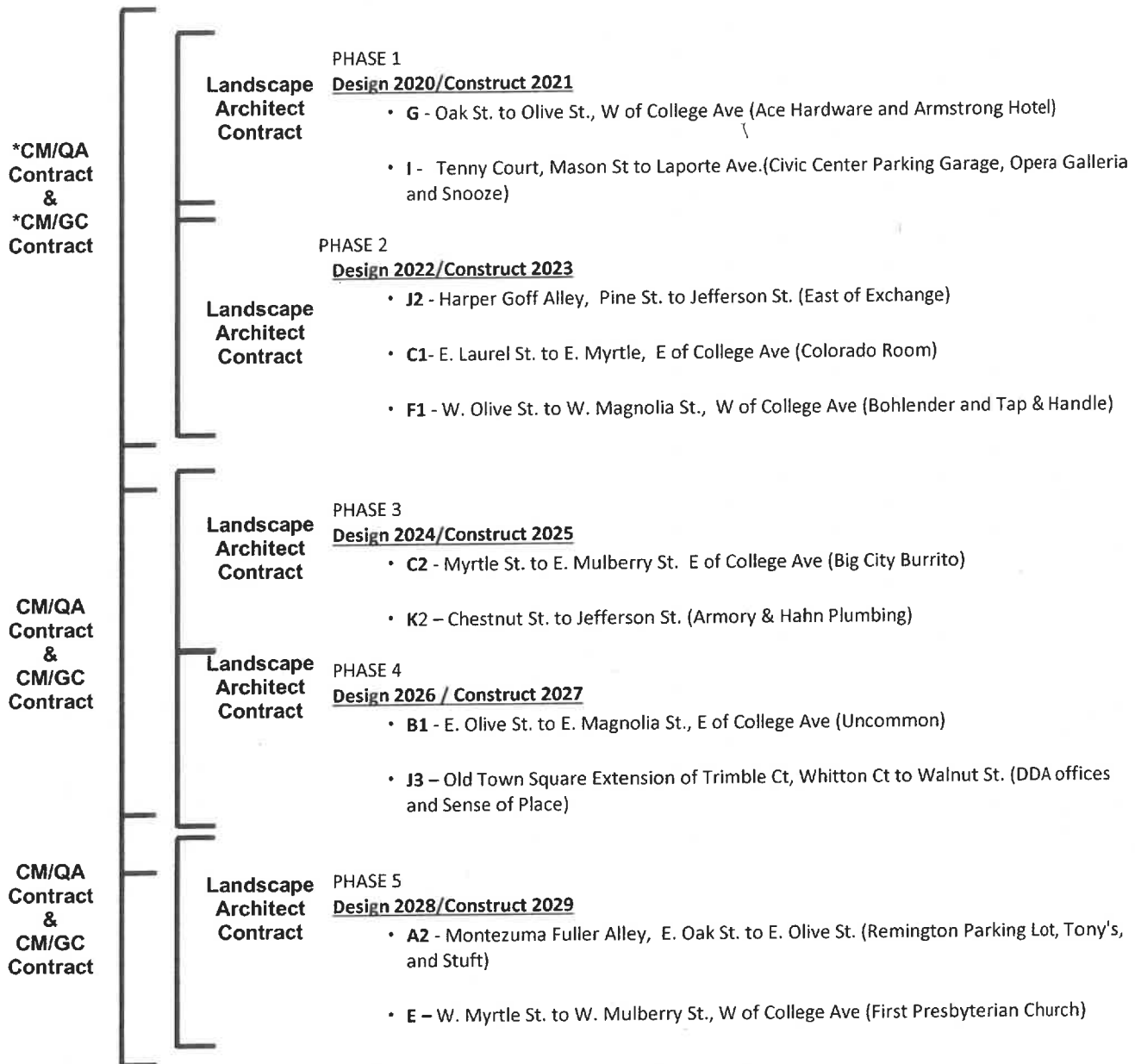
Assumptions:

- Design Phase: 11 Months
- Bidding Phase: 3 Months
- Construction Services: 10 Months
- Design services, including civil and structural engineering, is not included.
- Potholing & SUE Plan Development is not included.

Enhanced Alley Design/Construction Priority

w/bundled CM/GC Delivery Model

(amended by DDA Board 11/9/2023)



*CM/QA = construction manager/quality assurance

*CM/GC = construction management/general contractor

