

## NOTICE OF REGULAR MEETING

### WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 CITY AND COUNTY OF DENVER, COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that the meeting of the Board of Directors (the “**Board**”) of the West Globeville Metropolitan District No. 1 (the “**District**”), City and County of Denver, Colorado, will be held on May 23, 2024, at 9:00 a.m., via conference call no. 1-800-853-9595, access code 303497, for the purpose of addressing those matters set forth below, and conducting such other business as may properly come before the Board.

The meeting is open to the public.

#### AGENDA

1. Call to Order.
2. Declaration of Quorum.
3. Disclosures of Conflicts of Interest.
4. Approval of Agenda.
5. Approval of April 24, 2024 Regular Meeting Minutes.
6. Consider Resolution Accepting Certification Report #30, Accepting Certified Costs and Requesting Requisition of Funds.
7. Approval of Tryba Architects Amendment to Services Agreement (Architectural and Engineering Services related to Fox Park Phase 1 and Phase 2 Infrastructure).
8. Approval of Professional Services Agreement with Muller Engineering Company for Fox Park 1601 Analysis and Report.
9. Any other matter to properly come before the Board.
10. Adjournment.

## RECORD OF PROCEEDINGS

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### MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS FOR WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 HELD APRIL 24, 2024

The Meeting of the Board of Directors (the “**Board**”) of the West Globeville Metropolitan District No. 1 (the “**District**”) was held via telephone conference call on April 24, 2024 at 9:00 a.m.

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#### ATTENDANCE

#### Directors in Attendance Were:

Jose Carredano, Jr.  
Donald J. Cloutier

#### Director Absent Was:

Charles L. Dyas, III, whose absence was excused

#### Also in Attendance:

Matt Ruhland of Cockrel Ela Glesne Greher & Ruhland, P.C.  
Terri Boroviak of CliftonLarsonAllen  
Stan Fowler of IDES, LLC

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#### DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Mr. Ruhland advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which each director confirmed the contents of written disclosures previously made, stating the fact and summary nature of any matters, as required by Colorado law, to permit official action to be taken at the meeting. Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Each Director had previously filed Disclosure of Potential Conflict of Interest Statements with the Board and the Secretary of State in accordance with statutory requirements. These disclosures are associated with the approval of items on the agenda that may affect

## RECORD OF PROCEEDINGS

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their interests.

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### NOTICE

Mr. Ruhland stated that notice had been properly posted at least 24 hours prior to the meeting on the District's official website. The notice also included the agenda items.

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### APPROVAL OF AGENDA

The Board reviewed the meeting agenda. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the agenda.

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### APPROVAL OF MINUTES

The Board reviewed the minutes from the regular meeting held on March 22, 2024. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the meeting minutes.

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### RESOLUTION ACCEPTING CERTIFICATION REPORTS #29, ACCEPTING CERTIFIED COSTS AND REQUESTING REQUISITION OF FUNDS

Mr. Ruhland then reviewed the Resolution Accepting Certification Reports #29, Accepting Certified Costs and Requesting Requisition of Funds. After discussion and upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously adopted the Resolution Accepting Certification Reports #28, Accepting Certified Costs and Requesting Requisition of Funds, accepting a total certified amount of \$2,409,133.33 and approving the requisition of \$1,745,266.11 from the bond project fund.

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## RECORD OF PROCEEDINGS

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SHORT ELLIOTT

HENDRICKSON

SERVICE AGREEMENT Upon motion duly made by Director Carredano, seconded by Director Cloutier, and unanimously carried, the Board approved the Services Agreement between the District and Short Elliott Hendrickson, Inc. related to the engineering of intersection improvements for the Fox Street and 38<sup>th</sup> Avenue cluster roundabouts in the lump sum fee of \$263,000, subject to final legal review and negotiation of the Services Agreement.

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PULLEY

SERVICE AGREEMENT Upon motion duly made by Director Carredano, seconded by Director Cloutier, and unanimously carried, the Board approved the Services Agreement between the District and Pulley for the purposes to provide services to expedite the construction permit approval process related to public infrastructure at a cost of \$3,500 per month, subject to final legal review and negotiation of the Services Agreement.

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AMENDMENT #2 TO

TRYBA SERVICE

AGREEMENT

Upon motion duly made by Director Carredano, seconded by Director Cloutier, and unanimously carried, the Board ratified approval of the Amendment #2 to the Services Agreement with Tryba for the (1) redesign of 44<sup>th</sup> and Huron intersection; (2) landscape redesign of 44<sup>th</sup> and Huron intersection; (3) architectural coordination of 44<sup>th</sup> and Huron intersection; and (4) traffic/mobility support for 44<sup>th</sup> and Fox traffic signals, in the total amount of \$26,420.

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ADJOURNMENT

There being no further business to come before the Boards at this time, the meeting was adjourned.



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Secretary for the Meeting

**SERVICES AGREEMENT  
(Fox Park 1601 Analysis and Report)**

This SERVICES AGREEMENT (the “**Agreement**”) is made and entered into to be effective as of May 14, 2024, by and between WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and MULLER ENGINEERING COMPANY, INC., a Colorado corporation (the “**Consultant**”) (the District and the Consultant are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

**WITNESSETH:**

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Consultant agrees to provide professional services related to preparing a Type 2A 1601 Analysis Report for the Fox Park Development in Denver, Colorado, specifically analyzing the existing and proposed conditions at the 38<sup>th</sup> Avenue/Fox Street, Fox Street/I-25 ramps, and 39<sup>th</sup> Avenue/Fox Street intersections to gain CDOT approval to convert the intersections to roundabouts, as further detailed in the Scope of Services attached as Exhibit A hereto which is incorporated herein by this reference, and may be supplemented by any Additional Services attached as Exhibit B hereto which, if attached, is incorporated herein by this reference. The Scope of Services and any Additional Services is hereinafter referred to as the “**Services.**” All provisions of the Scope of Services and Additional Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and either the Scope of Services or Additional Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The Services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement. Services shall be completed as detailed in the Scope of Services or Additional Services, which shall be no later than January 31, 2025. Any extensions of this time limit must be agreed upon in writing by the Parties.

3. Early Termination. Notwithstanding the time periods contained herein, either Party may terminate this Agreement at any time without cause by providing written notice of termination to the other Party. Such notice shall be delivered at least 30 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 District, the Consultant shall be paid for Services rendered prior to the date of termination, subject only to the satisfactory performance of the Consultant’s obligations under this Agreement. Such payment shall be the Consultant’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the Services of the Consultant by giving the Consultant written notice one day in advance of the suspension date. Upon receipt of such

notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for Services under this Agreement to the minimum. No Services shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for 30 consecutive days, the Consultant may immediately terminate this Agreement.

5. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the District agrees to pay the Consultant an amount not-to-exceed the amounts set forth in the Scope of Services or Additional Services. Compensation for Services performed shall be through the use of a retainer in advance of completed Services. The District will provide the Consultant an initial retainer of \$40,000 against which invoices will be charged. Once exhausted, the Consultant will notify the District requesting an additional retainer. Upon notification, the District will provide an additional retainer of \$40,000 within three weeks of notification. Additional retainers will be provided until the agreed upon fee as set forth in the Scope of Services is exhausted. The Consultant may bill the District for reimbursable expenses (“**Reimbursable Expenses**”) at the cost incurred by the Consultant. The Consultant must request written approval of the District if the Reimbursable Expenses at an aggregate level exceed \$1,000. The District is not responsible for paying Reimbursable Expenses over \$1,000 if the District did not explicitly approve such costs through a written approval. The District shall provide no benefits to the Consultant other than the compensation stated above. The Consultant shall bill its charges to the District periodically, but no more frequently than once a month. Concurrent with the execution of this Agreement, the Consultant shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Consultant until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit C.

6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Services paid for or shall relieve the Consultant of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Consultant if any one or more of the following conditions exists:

(a) The Consultant is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to Services that are not performed according to this Agreement.

(c) The Consultant has failed to make payments promptly to any third-party used to perform any portion of the Services hereunder, subject to Paragraph 9, for which the District has made payments to the Consultant.

7. District Representative. The District will designate, prior to commencement of Services, its project representative (the “**District Representative**”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services or Additional Services, if any. All requests for contract interpretations, Additional Services, and other clarification or instruction shall be directed to the District Representative. Unless otherwise instructed, the District Representative shall be Jose Carredano, the District’s President.

8. Independent Consultant. The Services to be performed by the Consultant are those of an independent contractor and not of an employee of the District. **The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Consultant nor its employees, if any, are entitled to workers’ compensation benefits from the District for the performance of the Services specified in this Agreement.**

9. Professional Services. It is understood that the District enters into this Agreement based on the special abilities of the Consultant and that this Agreement shall be considered an agreement for personal services. Accordingly, the Consultant shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Consultant accepts the relationship of trust and confidence established between the Parties. The Consultant shall use its best efforts and shall perform the Services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District’s local area; provided, however, that in the event the standard of care is higher in the local area where the Consultant’s office primarily responsible for providing the Services is located, then the standard of care applicable to the local area where the Consultant’s office is located shall be applicable to such Services.

10. Warranty. The Consultant warrants that the Services will be accurate, free from material errors, and conform to the requirements of this Agreement. If, within one year after completion of the Services, the District discovers any material errors in the Services, Consultant shall, at the District’s option, either correct the error at no additional cost to the District, after receipt of written notice from the District to do so, or refund the amount paid for the portion of the Services found to be in error. The District’s approval of the Services shall not diminish or release the Consultant’s duties, since the District is ultimately relying upon the Consultant’s skill and knowledge.

11. Duty to Warn. The Consultant agrees to call to the District’s attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultant by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Consultant advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Consultant to proceed according to such data as originally given.

12. Insurance.

(a) The Consultant represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any.

(b) The Consultant shall maintain professional liability insurance in the minimum amount of \$2,000,000. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the Consultant is legally liable. It shall be maintained throughout the duration of the Agreement and for a minimum of two years after the Services have been completed. If all or any portion of the professional design services are performed by a subcontractor, then the requirements of this paragraph shall also apply to such subcontractor of Consultant.

(c) The Consultant shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$500,000 for bodily injury, death, or damage to property of any person and 2,000,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as from time to time amended (the "CGIA"), whichever is higher.

(d) All insurance policies (except workers' compensation) shall include the District and its elected officials and employees as additional insureds.

(e) The additional insured coverage shall be primary and non-contributory to any of the District's general liability or other insurance policies and shall apply to both ongoing and completed operations. In the event that the Consultant has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (i) such broader and higher limits shall insure and be available to the District and all other additional insureds and (ii) this Agreement shall be deemed to require such broader and higher limits. No deductible or self-retention amount in any insurance required to be carried by the Consultant hereunder shall apply to the District or any other additional insured. If, despite the preceding sentence, any deductible or self-insured retention amount in any such insurance does apply to the District or any other additional insured, the Consultant shall be required to fund the cost of such deductible or self-insured retention.

(f) Prior to commencing the Services under this Agreement, the Consultant shall provide the District with a certificate or certificates evidencing the policies required by this Agreement as well as the amounts of coverage for the respective types of policies, which certificate(s) shall be attached hereto as Exhibit D. If the Consultant subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish a certificate or certificates evidencing the policies required by this Agreement in amounts satisfactory to the District and the Consultant; provided, however, the subcontractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Consultant. If the coverage expires



during the term of this Agreement, the Consultant or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

(g) The Consultant's failure to purchase the policies required by this Agreement shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of policies required under this Agreement serve to limit the Consultant's liability under any provision in this Agreement. The Consultant shall be responsible for the payment of any deductibles on any issued policies.

13. Compliance with Laws. The Consultant is obligated to familiarize itself and comply with all laws applicable to the performance of the Services.

14. Acceptance Not Waiver. The District's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

15. 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.

16. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of 10 days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

17. Indemnification; No Waiver of Liability.

(a) The Consultant shall indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and Consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees to the extent arising out of the negligent errors or omissions, willful misconduct, or any criminal conduct of the Consultant or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Consultant's performance of the Services pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Consultant is not obligated to indemnify the District Indemnitees for negligence of the District, its construction contractors, or the

negligence of any other District Indemnitee, except the Consultant. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability acts or other employees benefit acts, provided that in no event shall the Consultant be liable for special/consequential or punitive damages.

(b) The indemnification requirements detailed in this Agreement shall be expressly limited by the terms and conditions of Section 13-50.5-102(8), C.R.S., as amended, to the extent that such terms and conditions are applicable to the Services provided by the Consultant under this Agreement.

(c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Paragraph 17. The indemnification obligations set forth in this Paragraph 17 shall survive the expiration or termination of this Agreement.

(d) If the Scope of Services or Additional Services contain any provisions purporting to require the District to defend, indemnify, or hold harmless the Consultant or purporting to affect a waiver or limitation of the Consultant's liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement.

(e) The District 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, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.

18. Unauthorized Changes. In the event that the District, District's contractors or subcontractors, or anyone for whom the District is legally liable makes or permits to be made any changes to any reports, plans, specifications, or other documents prepared by Consultant without obtaining the Consultant's prior written consent, the District shall assume full responsibility for the results of such changes. Therefore, the District agrees to waive any claim against Consultant and to release Consultant from any liability arising directly or indirectly from such changes. The District agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

20. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District's mailing address is located.

21. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Annual Appropriation. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.

23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Consultant (or the Consultant's independent professional associates, subcontractors, and Consultants) are instruments of public information and property of the District once all undisputed amounts are paid pursuant to this Agreement. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Consultant as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Services. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Consultant, or to the Consultant's independent professional associates, subcontractors, or Consultants.

24. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Consultant shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

25. Notices. Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the Party to whom it is addressed on the third day after such notice is given.

District:                      Globeville Metropolitan District No. 1  
   c/o Interland  
   1800 Wazee St., 3<sup>rd</sup> Floor  
   Denver, Colorado 80202

Attn: Jose Carredano  
Email: jcm@interlandmx.com

with a copy to: CEGR Law  
44 Cook Street, Suite 620  
Denver, Colorado 80206  
Attn: Matt Ruhland  
Email: mruhland@cegrlaw.com

Consultant: Muller Engineering Company, Inc.  
7245 W. Alaska Dr., Suite 300  
Lakewood, Colorado 80226  
Attn: A. Gray Clark  
Email: gclark@mullereng.com

26. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Title 24, Article 71.3, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

27. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

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West Globeville Metropolitan District No. 1  
Accepting Certification Reports #30,  
Accepting Certified Costs and Requesting Requisition of Funds  
May 23, 2024  
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IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the day and year first set forth above.

WEST GLOBEVILLE METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
Jose Carredano, Jr., Chair

ATTEST:

\_\_\_\_\_  
Donald J. Cloutier, Secretary

**CONSULTANT:**

Muller Engineering Company, Inc.

7245 W. Alaska Dr., Suite 300

Lakewood, Colorado 80226

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Scope of Services**

## EXHIBIT A - Scope of Work



April 29, 2024

Mr. Manuel Jimenez  
Interland  
1800 Wazee St, 3rd Floor  
Denver, CO 80202

Re: Fox Park 1601 Analysis and Report

Dear Mr. Jimenez,

The following letter outlines the proposed scope of work to develop a Type 2A 1601 Analysis Report for the Fox Park Development in Denver. The overall objective of this project is to analyze the existing and proposed conditions at the 38th Avenue/Fox Street, Fox Street/I-25 Ramps and 39th Avenue/Fox Street intersections to gain CDOT approval to convert the intersections to roundabouts. The analysis and documentation will be guided by the CDOT 1601 Directive guidance for a Type 2A interchange improvement.

### Task 100 – Project Management and Meetings

This task covers project management, internal meetings with Fox Park and DOTI and external meetings with CDOT.

Muller will attend up to four (4) internal coordination meetings with the development team and DOTI representatives at key points during the 1601 report development. It is anticipated these meetings may include a kick-off meeting, a roundabout concept design meeting with SHE Engineering, a draft traffic analysis review meeting and a comment review meeting, at a minimum. However, the developer and DOTI may utilize the available meetings in any manner desired. Meeting summaries will be prepared and distributed within seven (7) days of the meetings.

Any meetings in excess of the four allotted meetings will be charged on a time and materials basis.

Muller will attend up to four (4) external meetings with CDOT representatives. External meetings will be coordinated and scheduled by the developer or DOTI staff. An initial coordination meeting with CDOT to confirm the scope of the 1601 analysis and report will be held. A traffic forecasting and analysis meeting will be held with CDOT traffic staff as a check point prior to completing the draft report. The third meeting will be held following the submittal of the draft report to discuss CDOT comments on the report. The fourth meeting is available for use at the discretion of the Developer and CDOT. Meeting summaries will be prepared and distributed within seven (7) days of the meetings.

Deliverables:

- Monthly Progress Reports
- Internal team meeting agenda (4 meetings)
- Internal team meeting minutes (4 meetings)
- External team meeting agenda (4 meetings)
- External team meeting minutes (4 meetings)



required for this Type 2A submittal. Finally, full environmental assessment of a Type 2A modification is not required. However, every 1601 approval requires an environmental clearance. A non-programmatic Categorical Exclusion (Cat-Ex) is assumed to accompany the 1601 analysis and report.

The 1601 Analysis and supporting documentation assumes that the resulting traffic analysis and selected alternative do not require modification to the existing I-25 ramps. It is anticipated that any identified modifications to the I-25 ramps would require a Type 2 1601 evaluation and would require a scope and fee amendment.

The 1601 analysis will be limited to four scenarios: Existing conditions (2024), 2050 No Action, 2050 Improved Signalized Intersections and 2050 Proposed Roundabout Improvements. Three weekday peak hours will be analyzed, AM, Midday and PM. Only two "action" alternatives will be analyzed. The action alternatives will include one scenario where the existing signalized intersections are improved to accommodate forecast traffic volumes and a second scenario where roundabout replace the two existing traffic signals at the 38<sup>th</sup> Avenue/Fox Street and I-25 SB Ramps/Fox Street intersections. Overall, four study intersections will be analyzed as part of the study:

- 38th Avenue / Fox Street
- I-25 SB Ramps / Fox Street
- 39th Avenue / Fox Street
- I-25 NB Ramps / Park Avenue

In addition, the intersection of 45<sup>th</sup> Avenue and Washington Street will be analyzed to show forecast traffic conditions at the other primary access point to Fox Island.

The analysis will include documentation of the forecasting methodology to estimate the growth in background traffic from 2024 to 2050. In addition, an overview of the planned development changes and the associated trip generation estimates for the Fox Park development and other anticipated land use changes within Fox Island. Trip generation summaries will be developed and trips will be assigned to the study intersections based on previously developed trip distributions documented in previously conducted traffic studies.

Planned TDM strategies and the resulting traffic demand reductions will also be summarized and documented to support the overall trip generation analysis for the development.

The study will not conduct trip generation, assignment and analysis outside of the five identified study intersections.

The following items will be analyzed and documented as part of the study.

- Signalized intersection operations (LOS, delay, queuing)
- Roundabout intersection operations (LOS, delay, queuing)
- I-25 Ramp merge/diverge analysis (Volume, Density, Speed)

Freeway mainline operations are omitted from the scope of the analysis, as is arterial level of service analysis for Park Avenue/38<sup>th</sup> Avenue. Pedestrian and bicycle level of service is also excluded from the analysis.

The results of the analysis will be documented in a draft 1601 traffic study report. The report will be submitted to DOTI and CDOT for review and comment over a four-week review period.

### Task 200 – Data Collection

The data collection task will include the identification and collection of the necessary data and documentation to complete the required Type 2A analysis and documentation.

Traffic counts will be collected by IDAX Data Solutions to establish the existing conditions baseline for the analysis. Six-hour turning movement counts (TMCs) will be collected from 7am to 9am, 11am to 1pm and 4pm to 6pm on a weekday during the school year at the following intersections.

- 38th Avenue / Fox Street
- I-25 SB Ramps / Fox Street
- 39th Avenue / Fox Street
- I-25 NB Ramps / Park Avenue
- 45<sup>th</sup> Avenue / Washington Street

In addition, 24-hour ADT counts will be conducted at seven (7) locations on the same day as the TMCs in order to generate a full picture of daily traffic surrounding the study intersections. The ADTs will be collected at:

- 38th Avenue west of Fox Street
- Park Avenue north of NB-I-25 Ramps
- Fox Street north of 39th Avenue
- SB I-25 exit ramp to Fox Street (2 locations due to ramp split/configuration)
- SB I-25 on ramp
- 44<sup>th</sup> Avenue over I-25

Muller will also collect the currently available DRCOG regional FOCUS model output for the 2020 base year and the 2050 forecast horizon year. The travel demand model data collection will be limited to the output files readily available on the DRCOG website.

Muller will estimate mainline I-25 hourly volumes based on available short duration traffic counts available on the CDOT OTIS website. The available count information will be adjusted to match the 2024 existing conditions date.

Muller will acquire relevant traffic analysis documents for the Fox Park development as well as previous studies and analyses conducted for the full "Fox Island" section of Denver. Relevant traffic analysis documents will include traffic impact studies, next step studies, development plans, area plans and any other documents that estimate land use types, distributions and resulting trip making characteristics. Any documentation of current transportation demand management plans will also be collected.

Muller will review the obtained documents and information to identify the pieces relevant for inclusion in the 1601 analysis and study.

### Task 300 – 1601 Analysis and Report

The initial 1601 analysis and report effort will be limited to the elements within the CDOT 1601 Policy Directive that apply to a Type 2A interchange modification. As such, a full system level feasibility study will not be completed and is not assumed in the scope of work. In addition, a Type 2A modification is exempt from Travel Demand Management (TDM) analysis and documentation requirements. However, given the forecast travel demand for the proposed development relies on TDM practices and agreements, TDM analysis and document will be

Following the receipt of comments and any necessary comment resolution, the draft report will be updated addressing the received comments. The updated report will be submitted to DOTI and CDOT for one final round of review.

Following the final review, a final report will be submitted addressing all remaining comments on the report.

This scope of work is limited to three report submittals. Any necessary submittals in excess of three will be charged on a time and materials basis.

#### Deliverables

- Draft 1601 Traffic Study Report (2 submittals)
- Comment Response Matrix (2 submittals)
- Final 1601 Traffic Study Report (Type 2A)

#### Exclusions

- Roundabout and Roadway design
- System-Level Feasibility Study and Analysis
- Mainline I-25 analysis
- Park Avenue/38<sup>th</sup> Avenue Arterial Analysis
- Pedestrian and Bicycle Analysis
- Type 2 analysis and documentation requirements
- Additional "Action" alternatives other than the improved existing and roundabout alternatives

In the event CDOT would identify the modifications as Type 2 following the initial review of the draft traffic analysis, Muller will work with the Fox Park Development team to add the necessary Type 2 analysis and documentation elements to the project scope and fee.

#### Task 400 – Included Type 2 Services

Two elements of a typical Type 2 1601 Report will be included as part of the proposed Type 2A analysis and report. Due to the unique nature of the planned development and location the additional Type 2 services are considered necessary to provide a full understanding of the plan and impacts to CDOT review staff.

#### *Task 400.1 – Travel Demand Management (TDM) Analysis and Documentation*

Muller will collect available TDM analysis, documentation and agreements that have been completed for the development to date. A TDM summary will be developed to support the documented TDM assumptions made as part of the trip generation analysis. TDM analysis will be conducted to determine if currently planned TDM measures meet the required TDM goals documented in the 1601 policy directive. Muller will only summarize and document TDM measures already assumed as part of the development plan. New and additional TDM measures will not be identified and analyzed. Fox Park shall coordinate with their contracted planning and analysis firm if additional TDM measures and reductions are found to be required to meet the CDOT 1601 TDM requirements. The TDM analysis and summary will be documented within the draft and final 1601 report. No standalone TDM documentation will be developed.

#### *Task 400.2 – Environmental Services*

The project team will collect existing conditions environmental data to support the Alternatives Analysis for the Type 2 1601 Process. The project team will perform a field visit to confirm and evaluate environmental resources. This data will be used as part of the evaluation matrix to evaluate potential impacts to resources for each of the proposed alternatives.

Once the Type 2 Analysis is complete, the project team will prepare a Utility and Special Use Permit Application for CDOT review and approval. CDOT may require a scoping meeting at which point additional resource assessment may be needed. The permit will include documentation of agreed upon environmental resources and associated appendices to support the CDOT Form 137 and CDOT Form 128 if needed.

#### Deliverables

- Field Visit – 2 people/1 day
- Utility and Special Use Permit Application Preparation
- Prepare Form (Form 137)
- Prepare Environmental Resource Documentation in support of CDOT Form 137 and CDOT Form 128 (Categorical Exclusion)

#### Project Communication Structure

Muller will consider Fox Park Development and West Globeville Metropolitan District #1 (WGMD) representatives as the primary points of contact for the project. Any potential changes that affect the scope and fee of the project resulting from guidance and decisions made by DOTI and CDOT will be approved in advance by Fox Park or WGMD. However, since DOTI is the sponsoring agency of the 1601 process and CDOT is the reviewing agency, it will be necessary for Muller to have frequent and regular communication and contact with both entities. Muller will report back to Fox Park and WGMD if any coordination with DOTI or CDOT results in changes to the project, scope or required hours of work.

#### Project Schedule

The following timeline is anticipated for this project.

- |                  |  |
|------------------|--|
| • May 2024       | Project Kick-off   |
| • June 2024      | Data Collection and Review<br>Roundabout Concept Layout Coordination |
| • July 2024      | Traffic Forecasting and Analysis                                     |
| • August 2024    | Draft Traffic Analysis Review meeting                                |
| • September 2024 | 1 <sup>st</sup> Draft Report Development and Submittal               |
| • October 2024   | 1 <sup>st</sup> Draft Review   |
| • November 2024  | 2 <sup>nd</sup> Draft Report Development and Submittal               |
| • December 2024  | 2 <sup>nd</sup> Draft Review   |
| • January 2025   | Final Report Submittal (Type 2a)                                     |

Mr. Manuel Jimenez  
April 28, 2024  
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Project Fee

Muller estimates the scope of work outlined above can be completed for a not-to-exceed fee of \$115,838.

Thank you for the opportunity to assist the Fox Park development with this task. Please let us know if you have any questions or comments on the scope and fee. We look forward to working with you.

Sincerely,

**Muller Engineering Company**

A handwritten signature in black ink, appearing to read 'John D. Hausman', written over a light gray rectangular background.

John D Hausman, PE, PTOE

Senior Project Manager

<Enclosures>



**EXHIBIT B**

**Additional Services**

**EXHIBIT C**

**W-9**





**EXHIBIT D**

**Certificate(s) of Insurance**

