

ON-CALL OWNER’S REPRESENTATIVE SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER
and
TRIUNITY, INC.

Contract No. 202265837

THIS ON-CALL OWNER’S REPRESENTATIVE SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a home rule and municipal corporation of the State of Colorado, and **TRIUNITY, INC.**, a Colorado corporation registered to do business in Colorado, whose address is 633 17th Street, Suite 1500, Denver, Colorado, 80202 (the “Consultant”), jointly, (the “Parties”).

RECITALS

- 1.** The City wishes to secure professional owner’s representative services which may include program management, project management, and related services to support a bus rapid transit system that will serve East Colfax Avenue between Denver Union Station and the RTD R-Line Colfax Station at Interstate 225 in Aurora (the “Colfax BRT” or “Program”) on an “as needed” basis; and
- 2.** The Consultant represents that it has the present capacity, experience and qualifications to provide professional owner’s representative services including program and project management and related services for the City; and
- 3.** In response to the City’s Request for Qualifications, the Consultant submitted a proposal for such services to the City. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, copies of which are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties hereto mutually agree as follows:

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Consultant with respect to the furnishing of professional owner’s representative services on an on-call basis, as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure or Designee (“Manager”) is the City's representative who is responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager’s authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Consultant under this Agreement. The Project Manager, who reports to the City Engineer shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals that are specifically identified in this Agreement as requiring the Manager's approval.

1.03 Status of Independent Contractor. The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

1.04 Scope of Consultant’s Authority. The Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the D.R.M.C.

SECTION 2 – CONSULTANT’S SERVICES

2.01 General. The Consultant shall provide professional Owner’s Representative services as assigned by written Task Order, on an as-needed basis, in accordance with the terms and conditions of this Agreement. The City may provide project management, financial analysis or other services for projects in the Program, but desires management oversight of the overall Program and access to project management services on an as needed basis.

2.02 Anticipated Projects and Tasks. The Consultant will be assigned program management, project management and owner’s representative tasks related to the Program by written Task Order. Tasks may be added or removed at the written direction of the Project Manager.

2.03 Professional Responsibility; Task Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by professionals who perform work of a similar nature to the Work described in this Agreement.
- (b) The Consultant agrees to conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and

in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.

- (c) The Consultant shall prepare all documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (d) The reports, studies and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Manager and the user agency must represent a thorough study and competent solution as per usual and customary professional standards.
- (e) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any employee, agent, consultant or subconsultant of the City.
- (f) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.
- (g) The consultant shall only take direction from authorized City employees. On a day-to-day basis, this will be the Project Manager. Consultant shall not direct that any changes be made to the plans or specifications without the written approval of the Project Manager.
- (h) Consultant will notify the Project Manager by email, or by other means approved in writing by the Project Manager, within 48 hours, or as soon as practicable thereafter, of all communications (in-person meetings, telephone calls, emails, texts or written communication, etc.) regarding the Project including all communications with the selected CMGC Contractor, Regional Transportation District "RTD", the Colorado Department of Transportation "CDOT", Denver Regional Council of Governments "DRCOG", the City of Aurora, the architect, contractor or subcontractors,

2.04 Program and Budget. Each task proposal will include a maximum fee. The Consultant agrees to complete the task within the limits of the approved Task Order. Should all task work exceed such cost, the Consultant agrees to complete the task at no additional cost to City and, in a manner acceptable to the City.

2.05 Coordination and Cooperation.

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through for each assigned task. Coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or other coordination as directed. If requested, the Consultant shall document conferences and distribute notes to the City.

2.06 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through subconsultants, personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written Task Order.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Manager, which approval shall not

be unreasonably withheld. The Manager may delegate approval authority to another City employee in writing. The Manager may terminate or change a delegation of approval authority at any time.

- (g) If, during the term of this Agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, the Manager shall notify the Consultant and give the Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, the Manager may require the Consultant to reassign or replace such key personnel. If the Manager notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City. Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant. Consultant shall have no contact with potential design Build proposers or their team members regarding the Program except in the course of approved outreach events, interviews, or similar City approved forums unless pre-approved in writing by the Project Manager.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Manager before they are assigned to a specific task. The Manager may delegate approval authority to another City employee in writing. The Manager may terminate or change a delegation of approval authority at any time.
- (k) The Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.07 Basic Services.

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced personnel to support the Program. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order

for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned.

- (b) When directed by the Manager to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) The maximum fee for the Consultant's proposed services.
 - (2) Itemized fee breakdown.
 - (3) The additional services budget, if any, for the task.
 - (4) Any reimbursable expenses approved pursuant to paragraph 3.02.
 - (5) A detailed description of the task and scope of work (the "Work").
 - (6) A list of deliverables for the task.
 - (7) An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Manager of a task proposal, the approval and appropriation of funding for such task, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform the Work.
- (d) The assigned task shall be performed in conformance with the approved Task Order. The terms of this Agreement cannot be altered by Task Order.
- (e) The Consultant's basic services for each task may consist of any one or combination of the anticipated services described below, in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall obtain written authorization from the City in the form of a Notice to Proceed before proceeding with each assigned task.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any task beyond the latest task authorized in writing by City. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.
- (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, or any other funding source, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the Task Order for the task and included in the Consultant's basic services responsibilities for the task.

- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its services performed and expenses incurred under this Agreement and each Task Order as follows.

3.01 Compensation. The City agrees to pay the Consultant, as compensation for any services rendered for a particular task, either the maximum fee, to be set forth in each approved Task Order, or an amount based on the Consultant's periodic invoices, whichever is less.

3.02 Reimbursable Expenses. Unless expressly authorized by the City as part of an approved Task Order or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, parking, telephone, copies or messenger service costs incurred in connection with Work performed under this Agreement. Such costs are included in the hourly rates paid by the City. The inclusion of rates for expenses in a proposal attached to a Task Order does not authorize reimbursable expenses unless the executed Task Order includes a not to exceed maximum amount for reimbursable expenses.

3.03 Additional Services. The Consultant shall only be compensated for additional services if the additional services are approved in advance by written Task Order and subject to an additional services budget for that specific Task Order.

3.04 Invoices. The Consultant shall invoice and be paid monthly in proportion to the progress of the Work on each assigned Task Order. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendment executed in the same manner as this Agreement. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order work is performed and all deliverables are delivered.

3.05 Maximum Contract Amount.

It is understood and agreed by the Parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **SEVENTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS (\$17,800,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on **January 1, 2023**, and shall expire on **December 31, 2027**, (the "Term"), unless sooner terminated or extended by written amendment. The Consultant shall complete any Task Orders in progress as of the expiration date of this Agreement and the Term will extend until the work is completed or earlier terminated by the Manager.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Manager.
- (b) The Manager may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Manager. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to the City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the task is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All documents relating to the work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – DISADVANTAGED BUSINESS ENTERPRISE (DBE)

5.01 Disadvantaged Business Enterprise. This Agreement is subject to 49 C.F.R. Part 26. Therefore, Consultant must satisfy the requirements for Disadvantaged Business Enterprise (“DBE”) participation as set forth in this Agreement and comply with RTD’s DBE program requirements. These requirements include, as if they were set forth in the body of this Agreement, all requirements, assurances, limitations and remedies set forth in FTA required **Provision 6:**

Disadvantaged Business Enterprise (DBE) of **Exhibit E**. These requirements are in addition to all other equal opportunity employment requirements of this Agreement.

SECTION 6 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED PROVISIONS

6.01 This Agreement includes, and Consultant shall comply with the FTA Required Provisions attached as **Exhibit E** as well as other Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Agreement. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, and the FTA Master Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down to any third party contract that is funded in whole or in part with U.S. DOT assistance.

SECTION 7 – GENERAL PROVISIONS

7.01 City's Responsibilities.

- (a) The City will provide information regarding its requirements for each task, including related budgetary information, and shall cooperate with the Consultant. However, the City does not guarantee the accuracy or completeness of any such information and assumes no liability, therefore. The Consultant shall notify City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate or insufficient.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the task or non-conformance with Contract Documents, it will give notice thereof to Consultant.

7.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final documents and deliverables, and all data used in the development of the same, including all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.

- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Agreement.

7.03 Taxes and Licenses. The Consultant shall promptly pay, when they are due, any taxes, license fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not cause any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

7.04 Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the

foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

7.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Consultant named herein. The Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

7.06 No Discrimination in Employment. In connection with the performance of work under the Agreement, Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Consultant shall insert the foregoing provision in all subcontracts.

7.07 Insurance.

- (a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall

provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) Proof of Insurance. Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds. For Commercial General Liability, Business Auto Liability, Professional Liability, and Excess Liability/Umbrella (if required). Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants. Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- (f) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- (g) Commercial General Liability. Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability. Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors & Omissions). Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

7.08 Defense and Indemnification.

- (a) Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- (b) Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) 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 for the City’s protection.

- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

7.09 Colorado Governmental Immunity Act. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

7.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 7, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A	Consultant's Scope of Work
Exhibit B	Consultant's Rates & Reimbursable Expenses
Exhibit C	Consultant's Key Personnel
Exhibit D	ACORD Insurance Certificate
Exhibit E	FTA Required Provisions

In the event of an irreconcilable conflict between a provision of Sections 1 through 7 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

- Exhibit E
- Sections 1 through 7
- Exhibit D
- Exhibit C
- Exhibit B
- Exhibit A

7.11 When Rights and Remedies Not Waived. In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Consultant. No payment other action or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default.”

7.12 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

7.13 Conflict of Interest.

- (a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable Task Order or the Agreement.
- (b) The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (d) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment. If, as a result of access to City resources or as a result of Consultant providing services pursuant to the Agreement, Consultant obtains information about potential City contracts before that information is publicly available, Consultant shall notify the City in writing. The City, in its sole discretion, will determine if Consultant obtained an unfair advantage and is therefore disqualified from proposing or bidding.

7.14 No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.15 Time is of the Essence. The Parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Consultant, time is of the essence.

7.16 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

7.17 Proprietary or Confidential Information.

- (a) City Information. The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall include, but not be limited to, geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Consultant's Information. The Consultant understands that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, *et seq.*, and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

7.18 Use, Possession or Sale of Alcohol or Drugs. The Consultant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment

A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant from City facilities or participating in City operations.

7.19 No Employment of Workers without Authorization to Perform Work Under the Agreement.

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 - (3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 - (6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under

authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

- (c) The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

Note: The State of Colorado repealed requirements related to workers without authorization effective July 1, 2022. The City's code provision remains in effect. This paragraph 7.19 will be reevaluated prior to contract execution.

7.20 Disputes. All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

7.21 Survival of Certain Contract Provisions. The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

7.22 Advertising and Public Disclosure. The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

7.23 Legal Authority. Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion,

to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into this Agreement.

7.24 Notices. Notices, concerning the termination of this Contract, notices of alleged or actual violations of the terms or conditions of this Contract, and other notices of similar importance, including changes to the person to be notified or their addresses, shall be made:

to the City: Executive Director of the Department of Transportation and
Infrastructure
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

with a copy to: Robert Wheeler
Assistant City Attorney
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

to the Consultant: Triunity, Inc.
633 17th Street, Suite 1500
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

7.25 Severability. It is understood and agreed by the Parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

7.26 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

7.27 Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

7.28 Compliance with All Laws. Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

7.29 No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

7.30 Intellectual Property Rights. The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

7.31 City Execution of Agreement. The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

7.32 Electronic Signatures. Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. 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, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: DOTI-202265837-00
Contractor Name: Triunity, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202265837-00
Triunity, Inc.

By: 
90BCA15B957D495...

Name: Jonnie Thomas
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Scope of Work



SCOPE OF SERVICES

ON-CALL OWNER'S REPRESENTATIVE/STAFF AUGMENTATION SERVICES COLFAX TRANSIT IMPLEMENTATION – BUS RAPID TRANSIT (BRT) RFQ

The OR will report to the Program Director and work closely with the Project Manager by providing expertise, standards, processes, comparative data, and systems that facilitate effective contract administration. Specific OR tasks may include but are not limited to the following:

- **Program Management Services.** Program Management Services may include but are not limited to the following:
 - Develop and maintain the Program Management Plan and perform periodic audits of the Program for compliance.
 - Establish and maintain Program controls, dashboards, and key performance indicators (KPIs) including budget, schedule, contingency monitoring, cash flow analysis, risk, workforce, DBE, document control (not all inclusive)
 - Provide Program Control information to the DOTI Elevate/RISE Bond team and to the RTD Grants team on a monthly basis.
- **Preconstruction Support Services. Coordination and Meeting Facilitation.** The OR will coordinate preconstruction activities, including milestone design, schedule, risk, and cost model workshops (at 60% and 90% design) with the CM/GC, engineer of record (EOR), DOTI, RTD, CDOT, City of Aurora, and other relevant stakeholders/Technical Working Groups (TWGs), and will support Construction Agreed Price (GMP) negotiations. The OR will prepare meeting notes and prepare and track action item and decision logs.
- **Communications and Reporting Support.** The OR will facilitate internal and external communications, including facilitating public outreach and engagement, preparing quarterly City Council Briefings, preparing internal briefing material for the Executive Oversight Committee Meetings (EOCs anticipated quarterly); preparing monthly progress reports; preparing presentation material for the Program Leadership Team meetings (PLTs anticipated monthly); attending regularly scheduled City coordination Project meetings with the Contractor, EOR, PM, and other stakeholders. The OR will prepare meeting notes and prepare and track action item and decision logs.
- **Independent Cost Estimating.** The OR will include an independent cost estimator (ICE) to prepare the validation estimate for the Colfax BRT project at 30%, 60%, 90% and potentially 100% design milestones and prepare cost estimates to validate change management costs during construction. The ICE must have the skills and background required to prepare a bottoms-up, production-based



estimate, and the ability to independently analyze the labor, equipment, production rates, and schedule required to construct the project.

- Utility Agreements, Coordination and Support. This scope includes supporting activities necessary to deliver the Program; activities may include, but are not limited to the following:
 - Review and comment on Utility plans
 - Review and comment on SUE plans
 - Review all utility data
 - Review and comment on construction phasing plans
 - Review and comment on construction scheduling
 - Review and approved Work Order, Design / Construction Relocation Acceptance Letters (DRAL, / CRAL)
 - Review and approve estimated utility relocation costs
 - Review and comment on utility owner meeting minutes
 - Facilitate Utility owner and City utility meetings
 - Oversee utility construction
 - Manage coordination efforts between the Program and the utility providers.
 - Support the Contractor with utility design and construction phasing for the Program.
 - Manage and oversee design review with utility owners

- Construction Oversight, Inspection, & Testing. Provide subject matter expertise to support Quality Assurance; responsible for observing, inspecting, and facilitating testing required to administer the construction contract. Develops priority plan for assessments and audits of the contractors Construction Quality Management Plan (CQMP). Tracks and reports on progress and requirements of the CQMP. Performs pay application reviews; schedule review and analysis; review of CM/GC reports and deliverables; support for and coordination with RTD, CDOT, City of Aurora related to construction field activities.

EXHIBIT B

Rates & Reimbursable Expenses

PRIME TEAM MEMBERSPrime: **Triunity, Inc.**

List **ALL** potential personnel titles/classifications that may be utilized under the Contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Executive Admin Support	Executive Administration and Clerical Support	\$100.00
Admin Support	Administration and Clerical Support	\$85.00
Civil Engineer Lead	Civil design	\$235.00
Civil Engineer 3	Civil design	\$170.00
Civil Engineer 2	Civil design	\$130.00
Civil Engineer 1	Civil design	\$100.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$185.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$155.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$135.00
Construction Manager 2	Construction Management	\$215.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$195.00
Construction Safety	Construction Field Safety	\$225.00
Document Control Specialist 2	Document Control Specialist	\$195.00
Document Control Specialist 1	Document Control Specialist	\$155.00
Document Control Support	Document Control Support	\$115.00
Drafting Lead	CAD & Drafting	\$140.00
Drafter 1	CAD & Drafting	\$115.00
Electrical Engineer Lead	Electrical and Systems Engineering	\$245.00
Electrical Engineer 2	Electrical and Systems Engineering	\$175.00
Electrical Engineer 1	Electrical and Systems Engineering	\$155.00
Electrical Inspection Lead	Electrical Field Inspections	\$145.00
Electrical Inspection 2	Electrical Field Inspections	\$125.00
Electrical Inspection 1	Electrical Field Inspections	\$100.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$220.00
ITS/Traffic Engineer 3	Traffic and ITS Design and Analysis	\$170.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$130.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$100.00

PRIME TEAM MEMBERSPrime: **Triunity, Inc.**

ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$80.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$265.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$215.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$185.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$150.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$140.00
Project Manager Senior	Project Management Functions	\$285.00
Project Manager 3	Project Management Functions	\$260.00
Project Manager 2	Project Management Functions	\$225.00
Project Manager 1	Project Management Functions	\$170.00
Utility Coordinator Lead	Utility Coordination	\$220.00
Utility Coordinator 2	Utility Coordination	\$170.00
Utility Coordinator 1	Utility Coordination	\$130.00
Principal	Program Management Support and Oversight	\$330.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.50.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Prime: Triunity, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.25 _____ / each
Copies (8 1/2 x 14")	\$.25 _____ / each
Red-line copies	\$ n/a _____ / S.F.
Reproducibles	\$.25 _____ / page

SUB TEAM MEMBERS

Sub: Atkins North America, Inc.

List ALL potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Sector Manager	Manages, directs and controls the operations of a Sector of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$360.00
Principal	Manages, directs and controls the operations of a large operating unit of the firm. Provides leadership, direction and guidance to managers	\$340.00
Sr. Division Manager	Manages, directs and controls the operations of a Division of a Business Unit of the firm. Provides senior leadership, direction and guidance to managers.	\$330.00
Program Manager	Senior leader for entire program providing direction and supervision to all program staff. Responsible for directly reporting to client manager.	\$325.00
Sr. Technical Manager	Supervises the staff and work production of a large technical work unit. Provides leadership, direction and technical guidance to staff to ensure that quality technical services are provided.	\$310.00
Division Manager	Manages, directs and controls the operations of a Division of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$300.00
Sr. Project Director	Manages complex and unconventional technology or delivery systems for a single multiple projects or portions of a program. Provides leadership, direction, and technical guidance to managers.	\$285.00
Project Director	Manages complex and unconventional technology or delivery systems for a single significant project. Provides leadership, direction, and technical guidance to managers.	\$265.00
Technical Manager	Supervises the staff and work production of a technical work unit. Provides leadership, direction, and technical guidance to staff to ensure that quality technical services are provided.	\$255.00
Senior Project Manager	Provides professional and project management expertise in the direction of highly unconventional projects requiring multiple technical units.	\$225.00
Project Manager II	Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects.	\$195.00
Project Manager I	Applies technical expertise and project management experience to manage project teams on conventional projects.	\$175.00
Associate Project Manager	Under supervision, applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$155.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **2.85**

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

SUB TEAM MEMBERS

Sub: Atkins North America, Inc.

List ALL potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Senior Engineer IV	Serves as a recognized technical specialist providing advice on the resolution of major technical problems of marked importance.	\$210.00
Senior Engineer III	Applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$190.00
Senior Engineer II	Provides the expertise of a seasoned engineer to all conventional aspects of functional area and applies advanced concepts and techniques to unconventional engineering problems.	\$175.00
Senior Engineer I	Applies full competency in conventional engineering work and broad knowledge of precedents in specialty area.	\$150.00
Engineer II	Under supervision, applies technical professional proficiency to the investigation of engineering problems, the coordination of project activities, and the preparation of preliminary plans and documents.	\$120.00
Engineer I	Under supervision, performs routine engineering work while developing professional proficiency.	\$105.00
Senior Designer III	Provides design, production and coordination of construction plans and drawings in support of complex or major engineering projects. Provides supervision or oversight of other designers.	\$195.00
Senior Designer II	Provides design, production and coordination of construction plans and drawings in support of complex or major engineering projects.	\$175.00
Senior Designer I	Provides design, production and coordination of construction plans and drawings in support of engineering projects.	\$145.00
CAD Designer	Under general supervision, provides expertise in the performance of varied and highly complex computer-assisted drafting and design work to support technical services.	\$125.00
Senior CAD Technician	Under supervision, provides proficiency in computer-assisted drafting and design to support technical services.	\$110.00
CAD Design Technician	Under general supervision, provides expertise in the performance of computer-assisted design to support development, planning, transportation and other technical services.	\$90.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **2.85**

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

SUB TEAM MEMBERS

Sub: Atkins North America, Inc.

List ALL potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Senior Planner III	Provides the senior leadership and expertise of a seasoned planner, applying advanced concepts and techniques to unconventional problems.	\$185.00
Senior Planner II	Provides the expertise of a seasoned planner, applying advanced concepts and techniques to unconventional problems.	\$170.00
Senior Planner I	Applies full competency in conventional planning work and broad knowledge of precedents in functional area of assignment.	\$145.00
Planner II	Under supervision, applies technical professional proficiency to the solution of planning problems and the coordination of related project activities.	\$115.00
Planner I	Under supervision, performs routine planning assignments while developing professional proficiency.	\$100.00
Senior GIS Analyst II	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a multiple major project.	\$130.00
Senior GIS Analyst I	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a major project.	\$120.00
GIS Analyst II	Under supervision, applies technical professional proficiency to GIS studies and the coordination of related activities.	\$110.00
GIS Analyst I	Under supervision, performs standard GIS work while developing professional proficiency.	\$100.00
Senior Landscape Architect II	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems managing projects and staff.	\$175.00
Senior Landscape Architect I	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems.	\$155.00
Landscape Architect II	Under supervision, applies technical professional proficiency to the solution of landscape architectural problems and the coordination of related project activities.	\$135.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **2.85**

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

SUB TEAM MEMBERS

Sub: Atkins North America, Inc.

List ALL potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Landscape Architect I	Under supervision, performs routine assignments in landscape architecture while developing professional proficiency.	\$115.00
Sr. Technical Coordinator	Provide assistance to technical professional or technical manager by coordinating or performing complex technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$125.00
Technical Coordinator	Provide assistance to technical professional or technical manager by coordinating or performing a variety of technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$115.00
Sr. Operations Coordinator	Provide administrative and operations support to the manager of business operations. Act as extension of manager's authority in administrative matters.	\$140.00
Operations Coordinator	Provide administrative and operations support to the manager of a large technical operating unit. Act as extension of manager's authority in administrative matters.	\$125.00
Senior Program Assistant	Provide proficient administrative support of a complex and confidential nature. Relieve manager and staff of routine administrative matters.	\$95.00
Program Assistant	Provide proficient administrative support with minimal oversight.	\$70.00
Administrative Clerk	Under general supervision, researches and interprets contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$60.00
Senior Resident Engineer	Serves as a recognized technical specialist, directing the firm's construction services activities in a regional or specific service area.	\$210.00
Senior Project Engineer II	Provides direction in conventional and unconventional construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract. Personnel with engineering degree and/or license.	\$155.00
Senior Project Engineer I	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree and/or license.	\$130.00
Project Engineer II	Under minimal oversight, performs field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree.	\$110.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **2.85**

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

SUB TEAM MEMBERS

Sub: Atkins North America, Inc.

List ALL potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Project Engineer I	Under supervision, performs field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree.	\$95.00
Senior Construction Manager II	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$200.00
Senior Construction Manager I	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$180.00
Construction Manager II	Provides direction in all conventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$165.00
Construction Manager I	Provides direction in all conventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$150.00
Associate Construction Manager	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor.	\$140.00
Construction Management Representative II	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, twelve years related experience.	\$125.00
Construction Management Representative I	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, ten years related experience.	\$115.00
Senior Field Representative II	Under general supervision, applies strong technical skills of an experienced field representative, interpreting contract requirements to determine whether construction work is in compliance with plans, contracts, specifications and special provisions.	\$125.00
Senior Field Representative I	Under general supervision, researches and interprets contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$115.00
Field Representative II	Under general supervision, review and/or inspect work to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$105.00
Field Representative I	Under supervision or oversight, review and/or inspect work to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$85.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **2.85**

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

SUB TEAM MEMBERS

Sub: **Atkins North America, Inc.**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item

Copies (8 1/2" x 11")

Copies (8 1/2" x 14")

Copies (8 1/2" x 17")

Red-line copies

Reproducibles

Charge Rate

Actual Cost / each

Actual Cost / each

Actual Cost / each

Actual Cost / S.F.

Actual Cost / page

SUB TEAM MEMBERS

Sub: Basis Partners

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
President	Oversight of technical merit, quality, schedule, and overall performance.	\$310.00
Principal	Technical oversight and quality	\$260.00
Senior Project Manager II	Technical design direction; oversight of team; quality reviews; schedule and budget adherence	\$260.00
Senior Project Manager I	Technical design direction; oversight of team; quality reviews; schedule and budget adherence	\$240.00
Project Manager II	Oversight of team; project tracking; coordination schedule and budget adherence	\$225.00
Project Manager I	Oversight of team; project tracking; coordination schedule and budget adherence	\$210.00
Engineering Manager	Technical design direction; performs design tasks; quality control	\$230.00
Senior Engineer II	Technical design direction; performs design tasks; quality control	\$200.00
Senior Engineer I	Technical design direction; performs design tasks; quality control	\$180.00
Professional Engineer III	Performs design and engineering calculations	\$160.00
Professional Engineer II	Performs design and engineering calculations	\$140.00
Professional Engineer I	Performs design and engineering calculations	\$120.00
Engineer II	Assists with design and engineering calculations	\$110.00
Engineer I	Assists with design and engineering calculations	\$95.00
Engineer Intern	Assist with design and engineering calculations under supervision of a licensed engineer.	\$60.00
Senior Construction Manager II	Manages large projects/programs and large group of inspection staff.	\$195.00
Senior Construction Manager I	Manages large projects/programs and large group of inspection staff.	\$175.00
Construction Manager II	Manages medium-sized projects/programs and medium-sized group of inspection staff.	\$155.00
Construction Manager I	Manages small projects/programs and small group inspection staff.	\$135.00
Inspector IV	Maintains documentation of construction activities and identifies potential issues, with little support from CM. Capable of performing many CM tasks.	\$125.00
Inspector III	Maintains documentation of construction activities and identifies potential issues, with little support from CM. Capable of performing some CM tasks	\$115.00

Inspector II	Maintains documentation of construction activities and identifies potential issues, with occasional support from CM.	\$105.00
Inspector I	Maintains documentation of construction activities and identifies potential issues, with regular support from CM.	\$90.00
Administrator	Support non-technical tasks	\$95.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: **Basis Partners**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.00</u> / each
Copies (8 1/2 x 14")	\$ <u>0.00</u> / each
Red-line copies	\$ <u>0.00</u> / S.F.
Reproducibles	\$ <u>0.00</u> / page

SUB TEAM MEMBERS

Sub: Catalyst Public Affairs, LLC

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal 1	Stakeholder outreach, engagement and mobilization	\$250/hour
Principal 2	Stakeholder outreach/comms support as needed	\$250/hour
Comms Director	Outreach and comms support as needed	\$200/hour
Comms Manager	Comms support as needed	\$175/hour

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: n/a.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Catalyst Public Affairs. LLC

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ n/a / each
Copies (8 1/2 x 14")	\$ n/a / each
Red-line copies	\$ n/a / S.F.
Reproducibles	\$ n/a / page

SUB TEAM MEMBERSPRIME CONSULTANT: CIG Public Relations

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Executive oversight	\$226.00
Chief Creative Officer	Creative oversight	\$205.00
Senior Counselor	Executive oversight	\$205.00
Sr. Strategic Director	Strategic counsel	\$200.00
Counselor II	Project oversight	\$179.00
Counselor I	Project oversight and coordination	\$148.00
Account Supervisor	Project management	\$135.00
Creative Art Director	Creative project management and graphic design	\$132.00
Senior Associate	Project management and coordination	\$127.00
Associate Creative Director	Creative projects coordination and graphic design	\$121.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

SUB TEAM MEMBERSPRIME CONSULTANT: CIG Public Relations

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Associate II	Mid-level project management and coordination	\$104.00
Graphic Design	Graphic design	\$100.00
Web Designer	Web design	\$88.00
Associate I	Project support	\$88.00
Administrative	Administrative support	\$84.00
Specialist	Entry-level project support	\$71.00
Account coordinator	Entry-level project support	\$39.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: CIG Public Relations

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.25</u> / each
Copies (8 1/2 x 14")	\$ <u>.25</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page

SUB TEAM MEMBERS

Sub: Eugene Lynne

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project lead, design concepts, project oversight	\$177/hr
Professional Land Surveyor	Oversee field staff and design deliverables	\$155/hr
Project Surveyor	Perform field and office tasks, direct Survey Technician	\$105/hr
Surveying Technician II	Perform field and office survey tasks, direct Survey Tech I	\$90/hr
Surveying Technician I	Perform field and office survey tasks	\$84/hr
One-Person Field Crew	Data Collection in Field (one person with vehicle and equipment)	\$153/hr
Two-Person Field Crew	Data Collection in Field (two person with vehicle and equipment)	\$192/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Eugene Lynne

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.75</u> / each
Copies (8 1/2 x 14")	\$ <u>1.00</u> / each
Red-line copies	\$ <u>2.75</u> / S.F.
Reproducibles	\$ <u>17</u> / page

SUB TEAM MEMBERS

Sub: GBSM

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
CEO/President	Executive Counsel	\$375.00
Principal	Strategic Communications Counsel	\$345.00
Senior Counselor	Community Engagement Lead	\$305.00
Senior Associate	Community Engagement Manager	\$245.00
Associate	Community Engagement Implementation/Coordination	\$185.00
Project Support	Administrative and Project Support	\$80.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: GBSM

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page

SUB TEAM MEMBERSSub: Hatch LTK

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principals	Project Management/System Safety and Safety Certification	\$465
Senior Consultants	Project Management/System Safety and Safety Certification	\$407
Engineering, Project and Construction Managers	Operations/System Safety and Safety Certification	\$357
Consultants	Vehicles/System Safety and Safety Certification	\$328
Specialists and Supervisors	Operations/Vehicles/Communications/Hazard Analysis	\$300
Sr. Engineers and Technologists	Operations/Vehicles/Communications/Hazard Analysis	\$268
Engineers	Operations/Vehicles/Communications	\$227
Intermediate Engineers	Operations/Vehicles/Communications	\$203
Junior Engineers	Operations/Vehicles/Communications	\$179
Technologists	Operations/Vehicles/Communications	\$227
Senior Designers and Technicians	CADD & Drafting	\$203
Designers and Technicians	CADD & Drafting	\$179
Intermediate Designers and Technicians	CADD & Drafting	\$159
Junior Designers and Technicians	CADD & Drafting	\$128
Administrative Specialists	Administration & Clerical Support	\$133

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.91.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Hatch LTK

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

***The above listed reimbursable expenses will be invoiced at actual cost**

SUB TEAM MEMBERS

Sub: Hg Consult, Inc. _____

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Engineer VP	Responsible for a segment, discipline, business unit, geographic region, or project type. Typically has a bachelor's or master's degree, PE certification, and 12+ years of management-level experience.	\$344.83
Engineer Manager	Has on-site responsibility for day-to-day operations of a firm office or group. Responsibilities include divisional marketing, human resources (HR), and project production. Typically has a bachelor's or master's degree and 10+ years management experience. Requires a PE certification.	\$274.68
Engineer IV	PE with full responsibility for large, complex projects or a number of large projects. Has project management duties. Typically has a bachelor's or master's degree and 19+ years of experience. Requires a PE certification.	\$251.01
Engineer III	PE with major responsibility for technical performance on medium to large projects or multiple projects. Supervises other PEs, and may have project management duties. Typically has a bachelor's or master's degree and 14-18 years of experience. Requires a PE certification.	\$202.36
Engineer II	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects. May have some supervisory duties or work more independently. Typically has a bachelor's or master's degree and 9-13 years of experience. Requires a PE certification.	\$187.83
Engineer I	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects. May have some supervisory duties or work more independently. Typically has a bachelor's or master's degree and 6-10 years of experience. Requires a PE certification.	\$173.30
Planning Manager	Has on-site responsibility for day-to-day operations of a firm office or group. Works independently and has supervisory responsibilities. Works on large/complex projects. Has bachelor's degree and certification with 10+ years of management-level experience.	\$331.59
Planner III	Works independently and/or has supervisory responsibilities. Works on planning aspects of large/complex projects. Has bachelor's degree and certification with 11+ years of experience.	\$254.60
Planner II	Develops scope and cost estimates, and manages budgets and schedules. Performs planning tasks and analyses. May lead small teams. May have a bachelor's degree or certification and 6-10 years of experience.	\$217.06
Planner I	Develops scope and cost estimates, and manages budgets and schedules. Performs planning tasks and analyses. May have a bachelor's degree or certification and 0-5 years of experience.	\$123.15
Civil Designer/CADD	Assists professionals in designing, planning, and execution of segments of projects. Uses BIM, MEP, CADD, and other design software. May have associate degree or advanced technical training with 10+ years of experience.	\$174.72
Finance/Controls Manager	Responsible for the organization's financial information and administration. Supervises accounting, budgeting, and payroll functions. May be a strategic/tactical manager. Reports to CFO. Typically has a bachelor's degree or higher with 7+ years of experience.	\$253.87
Controls Analyst	Analyzes past and present financial data of organization and estimates future revenues and expenditures, applying principles of finance. Aids organization with financial and control functions, such as assessing, auditing, planning, budgeting, cost control, and project control. Typically has an associate or bachelor's degree with 1+ years of experience.	\$207.05

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.10

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Hg Consult, Inc. _____

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>n/a</u> / each
Copies (8 1/2 x 14")	\$ <u>n/a</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page

SUB TEAM MEMBERS

Sub: HNTB Corporation

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal in Charge	contracting, task leads oversight, report writing, technical review	\$477.47
CAT 4 -Project Development	design, planning, report writing, project development	\$240.28
CAT 6 - Task Leader	oversight of design, report writing, technical review	\$264.23
CAT 5 - Programing, Financial Planning	design, planning, report writing, project development	\$285.00
CAT 5 - Task Leader	oversight of design, report writing, technical review	\$308.35
CAT 1 - Senior Advisor	oversight of design, report writing, technical review	\$401.10
CAT 6 - Innovative Financing Specialist	oversight of design, report writing, technical review	\$477.47
Project Analyst	contract administration, cost analysis and financial reporting	\$152.28
Quality Manager	quality management, training, report writing	\$169.61
CAT 4 -Cost Estimating	cost estimating, design, report writing, project development	\$298.35
CAT 6 - Engineer II	design, planning, report writing, project development	\$200.89
CAT 6 - Engineer III	design, planning, report writing, project development	\$214.17
CAT 6 - Engineer IV	oversight of design, report writing, technical review	\$243.86
CAT 6 - FTA Grant Manager	oversight of design, report writing, technical review	\$477.47
CAT 6 - Traffic Impact Studies	design, planning, report writing, project development	\$243.86

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.84 .

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: HNTB Corporation

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERS

Sub: Livable Cities Studio

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal 4	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$225
Principal 3	Responsible for strategic direction and company vision. A senior officer of the company; Project leadership. Extensive knowledge of design practices.	\$200
Principal 2	A senior officer of the company; Lead project and development of content. Extensive knowledge of design practices	\$180
Principal 1	A senior officer of the company; Lead project and development of content. Lead project and development of content, complex project management.	\$160
Senior Designer 2	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$155
Senior Designer 1	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$145
Designer 6	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$140
Designer 5	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$130
Designer 4	Project management. Development and advancement of design content.	\$115
Designer 3	Some project management, design production and technical design resolution.	\$100
Designer 2	Design production. Research and design production.	\$90
Designer 1	Performs design production work directed by mid and senior level staff.	\$75
Administrative Support	Provides a wide variety of administrative and staff support services.	\$100
Intern	Students in a design discipline who assists with project development under the direction of design professional.	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.9 .

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Livable Cities Studio

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.10</u> / each
Red-line copies	\$ <u>at cost</u> / S.F.
Reproducibles	\$ <u>at cost</u> / page

SUB TEAM MEMBERS

Sub: Maxx Impact Group

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
President/CEO	Lead Consultant for DBE Program Management	\$228.84
DBE Compliance Officer	DBE Contract Compliance	\$120.14
Marketing/Comms Coord	Project Notifications	\$80.09
Project Coordinator	Project Support	\$72.59

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Maxx Impact Group

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page

SUB TEAM MEMBERS

Sub: Peak Consulting Group _____

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Engineering VP	Project management, technical advisory/QC	\$254.08
Environmental Manager	Task management	\$192.01
Environmental Specialist I	Research, data collection, report writing	\$82.51
Environmental Scientist III	Biological resource surveys, evaluations, and permitting	\$197.22
Project Coordinator	Administrative, logistics, project coordination	\$122.41
Project Manager III	Project management	\$190.92
Project Manager IV	Project management	\$226.33

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.64 .

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Peak Consulting Group

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.19</u> / each
Copies (8 1/2 x 14")	\$ <u>0.25</u> / each
Red-line copies	\$ <u>NA</u> / S.F.
Reproducibles	\$ <u>0.30</u> / page

SUB TEAM MEMBERS

Sub: Pinyon Environmental, Inc.

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Administration	Document production, editing, preparing reports, letters and other documentation as well as gathering and correlating basic data.	\$89
Assistant Technical Specialist	Supports technical specialists and field staff with data management, administrative tasks, research, and execution of field work.	\$71
Field Specialist / Project Assistant	Supports data management and administrative tasks, project field work, and maintains field equipment.	\$111
Field Specialist / Project Assistant I	Performs data management and administrative tasks, executes field work and maintains field equipment	\$120
Project Controller	Assists project managers with the management of project budgets, contracts, and invoicing.	\$127
Field Engineer/ Scientist	Data collection, plan preparation, quality assurance testing, and evaluation of field conditions.	\$123
Field Engineer/ Scientist I	Data collection, plan preparation, quality assurance testing, and evaluation of field conditions.	\$129
Field Engineer/ Scientist II	Data collection, plan preparation, quality assurance testing, and evaluation of field conditions.	\$135
CAD/GIS Specialist	Assists with programs such as CAD or ESRI ArcGIS to graphically present data, or create figures or maps, conducts GIS data acquisition, input, conversion, documentation, mapping, and analysis on projects.	\$127
CAD/GIS Specialist I	Utilizes programs such ESRI ArcGIS to present data, conducts GIS data acquisition, input, conversion, documentation, mapping, and analysis.	\$145
CAD/GIS Specialist II	Independently executes CAD or ESRI ArcGIS data acquisition, input, conversion, figures, documentation, mapping and analysis.	\$157
CAD/GIS Specialist III	Oversees junior staff in CAD/GIS data acquisition, input, conversion, figures, documentation, mapping and analysis. Has advanced understanding of ESRI ArcGIS, CAD/GIS	\$182
Assistant Historian	Conduct fieldwork, including architectural history survey and data recovery projects, assist in the preparation of reports. Historian experience.	\$71
Archaeology Technician	Conduct fieldwork, including archaeological survey and data recovery projects, and assist in the preparation of reports.	\$71
Cultural Field Specialist	Conduct fieldwork, including cultural survey and data recovery projects, and assist in the preparation of reports.	\$106
Cultural Field Specialist I	Conduct fieldwork, including cultural survey and data recovery projects, and prepare reports. May function as crew chief for field studies.	\$112
Cultural Resource Specialist	Independently execute fieldwork, including cultural survey and data recovery projects, and prepare reports. May manage project tasks.	\$121
Cultural Resource Specialist I	Direct on-site supervision of Cultural Resource fieldwork, make initial evaluations and recommendations for significance, effect, and treatment, and write descriptive technical reports.	\$140

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.83.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

Cultural Resource Specialist II	Independently manages large and complex Cultural Resource projects, oversees project performance of junior archaeologists and/or historians. Develops work plans, research designs, and mitigation proposals. Integrates field data into comparative regional perspectives for analytical (evaluative) purposes. May	\$ 151.94
Cultural Resource Specialist III	Responsible for technical completeness and competency of all submissions and Cultural Resource work performed, including performance of junior-archaeologists and/or historians. May possess unique or highly specialized knowledge relevant to the field of cultural resources. May function as Principal	\$ 189.92
Cultural Resource Specialist IV	Manages at the contract or program level, responsible for contract/program strategy and overall performance. May possess unique or highly specialized knowledge relevant to the field of cultural resources. May function as Principal Investigator for field studies.	\$ 216.40
Engineer	Gathers and correlates basic data, performs field analyses/evaluations focused on environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance, and environmental science, assists with reports and permit applications. Duties may include field sampling,	\$ 151.31
Engineer I	Gathers and correlates data, performs field analyses/evaluations, develops detailed studies focused on environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance, and environmental science, creates reports and permit applications as well as coordinates the project's field activities. Individual may possess CADD and/or GIS knowledge.	\$ 163.04
Engineer II	Independently conducts or supervises technical staff in gathering and correlating data, performing analyses/evaluations, developing detailed studies focused on environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance, and environmental science, creating reports and permit applications, as well as coordinating the project's field activities.	\$ 193.54
Engineer III	Manages at the contract or program level, responsible for contract/program strategy and overall performance. Conducts construction oversight on large/complex projects. Areas of expertise include but are not limited to: environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance, and environmental science. Responsible for quality control documentation.	\$ 242.87
Engineer IV	Manages at the program level, responsible for program strategy and overall performance. Conducts construction oversight on complex projects. Areas of expertise include but are not limited to: environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance,	\$ 268.58
Regulated Materials Specialist	Collects ambient air samples, air clearance samples, performs final visual inspections including asbestos inspection services. Duties may include conducting building inspections and hazard assessments, contaminated soil oversight; performing lead based paint surveys and collecting lead toxicity characteristic leaching procedure (TCLP) sampling; conducting mold impact investigations; conducting	\$ 95.54
Regulated Materials Specialist I	Prepares abatement project designs and variance requests; develops management plans for buildings with asbestos containing (or other hazardous) materials, advises clients on asbestos or hazardous materials management solutions; manages and oversees asbestos abatement projects; and assesses lead	\$ 105.90
Industrial Hygienist	Assists with standard industrial hygiene and/or hazardous materials (e.g., asbestos, lead paint, mold) and indoor air and noise assessments and investigations, gathering and correlating related data, and performing associated analyses/evaluations and report writing.	\$ 142.73
Industrial Hygienist I	Independently performs standard industrial hygiene and/or hazardous materials (e.g., asbestos, lead paint, mold) and indoor air and noise assessments and investigations, gathering and correlating related data, and performing associated analyses/evaluations and report writing.	\$ 154.24
Industrial Hygienist II	Conducts or supervises staff during industrial hygiene and/or hazardous materials (e.g., asbestos, lead paint, mold) and indoor air and noise assessments and investigations, gathering and correlating related data, and performing associated analyses/evaluations and report writing.	\$ 189.92
Industrial Hygienist III	Manages at the contract or program level, responsible for contract/program strategy and overall performance. May possess unique or highly specialized knowledge relevant to the field of Industrial Hygiene. Conducts construction oversight on large/complex projects.	\$ 225.61
Landscape Designer	Assist with site inventory and analysis, landscape design development, construction documents, and written master plan/guide line documents. Develops illustrative graphics (maps, perspectives, sections),	\$ 107.05
Landscape Designer I	Conducts site inventory and analysis. Develops illustrative graphics, 3D models, landscape design development, construction documents, and written master plan/guide line documents. Assists with	\$ 124.31
Landscape Designer II	Conducts site inventory and analysis. Develops illustrative graphics, 3D models, landscape design development, construction documents, and written master plan/guide line documents. Leads the	\$ 137.03
Landscape Architect	Develops project requirements, site investigations, programming requirements development, budget and programming support, analyses and project execution. Responsible for project management, coordination with landscape design team, client, and public. Directs and oversees site inventory and analysis, design development, construction documents, written master plan/guide line documents, graphics and 3D modeling. Supports preparation of technical project documents scope, fee, schedule,	\$ 148.49
Landscape Architect I	Develops project requirements, site investigations, programming requirements development, budget and programming support, analyses and project execution. Responsible for management of large projects, coordination with landscape design team, client, and public. Directs and oversees site inventory and analysis, design development, construction documents, written master plan/guide line documents, graphics and 3D modeling. Prepares technical project documents scope, fee, schedule, permitting, and	\$ 160.00
Landscape Architect II	Develops project requirements, site investigations, programming requirements development, budget and programming support, analyses and project execution. Responsible for management of complex and multi-disciplinary projects, coordination with landscape design team, client, and public. Directs and oversees site inventory and analysis, design development, construction documents, written master plan/guide line documents, graphics and 3D modeling. Prepares technical project documents scope, fee,	\$ 189.92

Landscape Architect III	Manages at the contract or program level, responsible for contract/program strategy and overall performance. May possess unique or highly specialized knowledge relevant to the field of Landscape Architecture. Conducts construction oversight on large/complex projects.	\$ 225.61
Scientist	Gathers and correlates basic data, performs field analyses/evaluations focused on environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance, and environmental science, assists with reports and permit applications. Duties may include field sampling,	\$ 151.31
Scientist I	Gathers and correlates data, performs field analyses/evaluations, develops detailed studies focused on environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance, and environmental science, creates reports and permit applications as well as coordinates the project's field activities. Individual may possess CADD and/or GIS knowledge.	\$ 163.04
Scientist II	Independently conducts or supervises technical staff in gathering and correlating data, performing analyses/evaluations, developing detailed studies focused on environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance, and environmental science, creating reports and permit applications, as well as coordinating the project's field activities.	\$ 193.54
Scientist III	Manages at the contract or program level, responsible for contract/program strategy and overall performance. May possess unique or highly specialized knowledge relevant to the field of Landscape Architecture. Conducts construction oversight on large/complex projects. Areas of expertise include but are not limited to: environmental engineering, air quality, noise, biology, NEPA, chemistry, geology,	\$ 242.87
Scientist IV	Manages at the program level, responsible for program strategy and overall performance. May possess unique or highly specialized knowledge relevant to the field of Landscape Architecture. Conducts construction oversight on complex projects. Areas of expertise include but are not limited to: environmental engineering, air quality, noise, biology, NEPA, chemistry, geology, regulatory compliance,	\$ 268.58
Task Manager	Executes individual tasks on projects, site investigations, or facility evaluations, coordinates execution in accordance with budget and schedule. Individual may also be familiar with planning, supervising and	\$ 174.77
Project Manager	Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution. Individual may also be responsible for planning, supervising and overseeing small and mid-level projects.	\$ 193.54
Project Manager I	Manages budgets, schedule, scopes of work, and supervision and direction of staff and contract management. Provides project direction and acts as a point-of-contact for client. Individual is capable of planning, supervising and overseeing mid-level and larger projects.	\$ 205.27
Project Manager II	Manages budgets, schedule, scopes of work, and supervision and direction of staff and contract management. Provides project direction and acts as a point-of-contact for client. Individual plans,	\$ 224.04
Program Manager	Provides strategic direction, vision, leadership and program management to the team. Duties may include planning, scheduling and overseeing the overall program as well as directing and coordinating various project tasks. The Program Manager also maintains a productive and effective client relationship	\$ 241.63

REIMBURSABLE EXPENSES

Sub: Pinyon Environmental, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>n/a</u> / each
Copies (8 1/2 x 14")	\$ <u>n/a</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page

SUB TEAM MEMBERS

Sub: Yeh and Associates, Inc.

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Senior Project Manager	Materials Engineering Oversight	\$231.00/hr
Senior Project Engineer	Geotechnical Engineering Oversight	\$181.50/hr
Laboratory Supervisor	Materials Testing Oversight	\$148.50/hr
Staff Engineer	Geotechnical or Materials Engineering Oversight	\$135.00/hr
Administrative Assistant	Administrative Support	\$100/hr
Technician Supervisor	Materials Testing Support	\$170.50/hr
STANDARD FEE SCHEDULE EFFECTIVE JANUARY 2023		

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.956.

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Yeh and Associates, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.00</u> / each
Copies (8 1/2 x 14")	\$ <u>0.00</u> / each
Red-line copies	\$ <u>0.00</u> / S.F.
Reproducibles	\$ <u>0.00</u> / page

Mileage outside the Denver Metropolitan area	\$ <u>current IRS mileage rate</u>
Outside Materials / Services / Supplies	Cost + 10%
Subconsultants / Vendors	Cost + 10%

EXHIBIT C

Key Personnel

Triunity, Inc. has identified the following individuals as 'Key Personnel' for the Colfax BRT On-Call Owner's Representative Services Project:

- Danielle Smith – Principal-In-Charge
- Shawn Albert – Project Manager
- Miles Graham – Communication and Outreach Manager
- Mutaz Said – Project Controls Manager
- Melanie Freeman – Construction Manager
- Christi Hurelle – Quality Manager
- Kurt Snitker – Utility Manager
- Andrew Kean – ICE Manager
- Stephen Harris – Design Oversight Manager

EXHIBIT D

Insurance ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500		FAX (A/C, No):
	E-MAIL ADDRESS: den.certificate@usi.com		
INSURED Triunity Inc. 633 17th St Ste 1500 Denver, CO 80293	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B : Hartford - WC Multiple Issuing Cos		00914
	INSURER C : XL Specialty Insurance Company		37885
	INSURER D : Sentinel Insurance Company Ltd.		11000
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	34SBWPF4230	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	34UEGZG2585	10/21/2022	10/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	34SBWPF4230	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGPV9667	10/21/2022	10/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			DPR5003834	10/21/2022	10/21/2023	\$ 5,000,000 per claim \$ 5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER City and County of Denver - Department of Transportation and Infrastructure 201 West Colfax Ave., Dept 601 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Project: CCD 2020 Professional Services On-Call

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured for Commercial General Liability, Auto Liability and Excess Liability/Umbrella

EXHIBIT E

FTA Required Provisions

Contents

FTA 1: NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.....	2
FTA 2: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	3
FTA 3: ACCESS TO RECORDS AND REPORTS	4
FTA 4: CHANGES TO FEDERAL REQUIREMENTS	5
FTA 5: CIVIL RIGHTS LAWS AND REGULATIONS.....	6
FTA 6: DISADVANTAGED BUSINESS ENTERPRISE (DBE)	9
FTA 7: INCORPORATION OF FTA TERMS	12
FTA 9: GOVERNMENTWIDE DEBARMENT AND SUSPENSION.....	13
FTA 10: PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES.....	14
FTA 11 - NOTIFICATION OF DISPUTES, BREACHES, OR OTHER LITIGATION	15
FTA 12: LOBBYING RESTRICTIONS.....	16
FTA 21: EMPLOYEE PROTECTIONS	17

FTA 1: NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

1. Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this or any other Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to RTD, the City, the Consultant or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

2. Consultant agrees to include the above clause in every Third Party Contract, subcontract or other agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the party that will be subject to its provisions.

FTA 2: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. **Standards of Conduct.** Consultant agrees to establish and maintain written Standards of Conduct covering conflicts of interest that:

a. Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a Third-Party Contract or subcontract:

(1) officers, employees, board members, or agents engaged in the selection, award, or administration of any Third-Party Contract;

(2) The immediate family members or partners of those listed in section 4(a)(1)(i) of the FTA Master Agreement; and

(3) An entity or organization that employs or is about to employ any person that has a relationship with RTD, the City or Consultant listed in sections 4(a)(1)(i) and (ii) of the FTA Master Agreement; and

b. Prohibit those individuals listed in section 4(a)(1) from:

(1) Engaging in any activities involving RTD's, the City's or Consultant's present or potential Third-Party Participants at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest; and

(2) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third-Party Participant unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

c. Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed in section 4(a)(1) and Third-Party Participants.

2. **Bonus or Commission.** Consultant affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Agreement.

Consultant agrees to include the above two clauses in every contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the party that will be subject to the provisions.

FTA 3: ACCESS TO RECORDS AND REPORTS

1. **Record Retention**. Consultant will retain and will require its subconsultants and subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2. **Retention Period**. Consultant agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. Consultant shall maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records**. Consultant agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.
4. **Access to the Sites of Performance**. Consultant agrees to permit FTA and its contractors access to the sites of performance under this Agreement as may be reasonably required.
5. Consultant shall insert this section in all Third Party Contracts funded under this Agreement.

FTA 4: CHANGES TO FEDERAL REQUIREMENTS

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between RTD and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement. Consultant may contact either RTD or FTA for a copy of the current FTA Master Agreement. 49 C.F.R. Part 18.

FTA 5: CIVIL RIGHTS LAWS AND REGULATIONS

Consultant shall at all times comply with the following Federal Civil Rights laws and regulations and agrees to include the requirements of this section in each Third-Party Contract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

A. Nondiscrimination in Federal Public Transportation Programs. Consultant agrees to, and assures that it and each Third-Party Participant will:

1. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age.
2. Prohibit the:
 - a. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. 5332;
 - b. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. 5332; or
 - c. discrimination identified in 49 U.S.C. 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. 5332.
3. Follow:
 - a. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
 - b. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. Consultant agrees to, and assures that it and each Third-Party Participant will:

1. Prohibit discrimination based on race, color, or national origin.
2. Comply with:
 - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
 - b. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and
 - c. Federal transit law, specifically 49 U.S.C. § 5332; and
3. Follow:
 - a. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
 - b. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
 - c. All other applicable federal guidance that may be issued.

C. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

D. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

E. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

F. Equal Employment Opportunity.

1. Consultant agrees to, and assures that it and each Third-Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - a. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
 - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - c. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
 - d. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the FTA Master Agreement;
 - e. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
 - f. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Specifics. Consultant agrees to, and assures that it and each Third-Party Participant will:
 - a. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:

- (1) Recruitment advertising, recruitment, and employment;
 - (2) Rates of pay and other forms of compensation;
 - (3) Selection for training, including apprenticeship, and upgrading; and
 - (4) Transfers, demotions, layoffs, and terminations; but
- b. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and

3. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
- a. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and
 - b. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

FTA 6: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This Agreement is subject to 49 C.F.R. Part 26. Therefore, Consultant must satisfy the requirements for Disadvantaged Business Enterprise ("DBE") participation as set forth in this Agreement and with the terms of RTD's DBE program requirements. These requirements are in addition to all other equal opportunity employment requirements of this Agreement.

1. DBE Program Requirements. As a Recipient of planning, capital and/or operating assistance and that will award prime third-party contracts exceeding \$250,000 in a federal fiscal year, RTD has a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.
2. Consultant agrees and assures that it will include the following assurance in each subagreement and Third-Party Contract it signs with a Subrecipient or Third-Party Consultant and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third-Party Subcontractors to include the following assurance in every subagreement and third-party contract it signs:
 - a. The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
 - b. The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third-party contracts, and third-party subcontracts, as applicable;
 - c. Failure by the Subrecipient and any of its Third-Party Contractors or Third-Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third-party contract, or third-party subcontract, as applicable; and
 - d. The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third-Party Contractor, or Third-Party Subcontractor from future bidding as non-responsible.
3. Remedies. Failure to carry out its approved DBE program could result in sanctions from RTD or FTA or U.S. DOT as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

Each Third-Party Contract that is financed in whole or in part with DOT funds under this Agreement must include the assurances of this paragraph.

4. If the Agreement has a defined DBE goal, Consultant shall utilize the specific DBEs listed unless Consultant obtains RTD's written consent; unless RTD's consent is provided, Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE pursuant to 49 C.F.R. § 26.53(f)(1).
 1. Payment of DBEs: The previous paragraph notwithstanding.
 - a. Consultant shall pay its DBE Subcontractors any undisputed amount owed within thirty (30) days of Consultant's receipt of invoices, regardless of whether the City has paid the Consultant for the invoice;
 - b. approval of invoices shall not be unreasonably delayed and Consultant shall approve or reject DBE Subcontractors invoices in writing with written notice of any deficiency or dispute within ten (10) days of receipt; and
 - c. Consultant shall pay retainage to its DBE Subcontractors within thirty (30) days of the work being completed and accepted by the City or the Consultant.

Consultant must have RTD's prior written consent and approval to remove, terminate, substitute or replace a DBE Subcontractor and the Consultant must have good cause to make such change to a DBE Subcontractor. No DBE subcontract agreement may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of 49 CFR Part 26. To initiate the removal, termination, substitution or replacement process of a DBE Subcontractor (regardless of the tier), the Consultant or lower tier contractor/subcontractor must give notice in writing to the DBE Subcontractor and include its request to remove, terminate, substitute or replace the DBE Subcontractor, the reason for the request and provide all documentation to support its claim. The Consultant must give the DBE Subcontractor no less than five (5) business days to respond to the notice and provide reasons, if any, why it objects to the proposed termination of its DBE Subcontract. The Consultant carries the burden of proof to demonstrate good cause for the removal, termination, substitution or replacement. If RTD determines the Consultant has good cause to terminate the DBE firm, RTD will provide written consent of DBE Subcontractor removal and the requirements to substitute work to another DBE firm. When a DBE Subcontractor is removed or terminated or if a substitution or replacement occurs (with the approval of RTD), or if a DBE Subcontractor fails to complete its work on the Agreement for any reason, Consultant shall make good faith efforts to find another DBE Subcontractor to substitute for the original DBE Subcontractor to perform at least the same amount of work under the Agreement as the DBE Subcontractor that was terminated, to the extent needed to meet the DBE goal RTD established for the Agreement. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. If RTD finds that good cause does not exist to terminate the DBE firm, RTD will provide a written denial of the request to terminate/replace the DBE Subcontractor and will immediately request a corrective action plan from the Consultant. Please note that if a Consultant elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of RTD, this constitutes a material breach of contract as set forth under 49 C.F.R. §26.13. As required by FTA, RTD sets a triennial overall goal for DBE participation that includes the use of race-conscious and race-neutral means, an analysis and a methodology and it intends to comply and meet its overall DBE goal on an annual basis. This Agreement contains a DBE participation goal (race-conscious means) and is awarded in reliance upon Consultant's representations/good faith commitments and understanding that it must comply with the DBE

commitments in this Agreement through subcontracting with DBEs and attain such DBE participation levels in addition to all other Consultant's representations, certifications and submittals as required by the DBE Contract Requirements of this Agreement.

5. Consultant shall cooperate with RTD in its efforts to level the playing field for DBEs and will use the good-faith efforts as defined by RTD and federal regulations codified at 49 C.F.R. Part 26 to ensure that DBEs shall have an opportunity to compete for subcontract work under this Agreement.
6. RTD shall monitor Consultant's DBE compliance during the life of the Agreement. In the event this Agreement exceeds 90 days, it will be the responsibility of Consultant to submit quarterly written reports to RTD that summarize the total DBE value for this Agreement. These reports shall provide the following details:
 - a. DBE utilization established for the Agreement;
 - b. Total value of expenditures with DBE firms for the quarter;
 - c. The value of expenditures with each DBE firm for the quarter by race and gender;
 - d. Total value of expenditures with DBE firms from inception of the Agreement; and
 - e. The value of expenditures with each DBE firm from the inception of the Agreement by race and gender.
7. Reports and other correspondence must be submitted to the RTD DBE coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.
8. Consultant shall require its lower-tier contractors to cooperate with any audits, reviews or investigations conducted by RTD and its agents in an effort to determine compliance/non-compliance with the DBE Program requirements. Upon Agreement completion, Consultant shall submit a summary of payments, by subcontract, made to all subcontractors/suppliers to RTD's Small Business Office regardless of the tier in which the DBE may be participating.
9. If at any time RTD has reason to believe that Consultant is in violation of its obligations under this Agreement or has otherwise failed to comply with the terms of this section, RTD may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:
 - a. Suspension of any payment or part due Consultant until such time as the issues concerning Consultant's compliance are resolved; and
 - b. Termination or cancellation of the Agreement, in whole or in part, unless the Consultant is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

FTA 7: INCORPORATION OF FTA TERMS

The provisions of this Agreement include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Agreement. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, and the FTA Master Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flowdown to any third party contract that is funded in whole or in part with U.S. DOT assistance.

FTA 9: GOVERNMENTWIDE DEBARMENT AND SUSPENSION

Consultant agrees to comply, and assures the compliance of each Third Party Contractor at any tier, with the requirements of 2 C.F.R. Part 180, subpart C.

Consultant agrees to and assures that it will review the US GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," before entering into any Third-Party Contracts and verify that its principals, affiliates, and Third-Party Contractors are eligible to participate in this Federally funded Agreement and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any Federally assisted Award;
2. Suspended from participation in any Federally assisted Award;
3. Proposed for debarment from participation in any Federally assisted Award;
4. Declared ineligible to participate in any Federally assisted Award;
5. Voluntarily excluded from participation in any Federally assisted Award; or
6. Disqualified from participation in any Federally assisted Award.

Flow Down:

Consultant will ensure that all Third Party Contracts contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

The accompanying certification is a material representation of fact. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

FTA 10: PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES

Consultant agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

1. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, and 2 CFR part 200 which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver to the extent consistent with 49 U.S.C. § 5323(j);
2. Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381; and
3. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143 requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available.

Flow Down:

Consultant will ensure that all Third Party Contracts contain provisions necessary to flow down these provisions to all lower tier covered transactions.

FTA 11 - NOTIFICATION OF DISPUTES, BREACHES, OR OTHER LITIGATION

1. For any contract that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220:
 - a. If a current or prospective legal matter that may affect the Federal Government emerges, including, but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, Consultant and its subcontractors at every tier must promptly notify FTA Chief Counsel and FTA Regional Counsel for Region 8. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - b. In addition, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA, Consultant must promptly notify the U.S. DOT Inspector General. This notification applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid-rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, or agent of Consultant. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Consultant. In this paragraph, "promptly" means to refer information without delay and without change.
 - c. Each Third Party Contract at every tier under this Agreement must include the assurances of this subsection.

FTA 12: LOBBYING RESTRICTIONS

Consultant agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

1. **Laws, Regulations, Requirements, and Guidance.** This includes:
 - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
 - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature;

and

2. **Exception.** If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through RTD's or Consultant's proper official channels.

Such disclosures are forwarded from tier to tier up to RTD.

FTA 21: EMPLOYEE PROTECTIONS

1. **Awards Not Involving Construction.** Consultant agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Agreement Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
2. **Awards Involving Commerce.** Consultant agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.