

## ON-CALL ENGINEERING, PLANNING, DESIGN, AND RELATED CONSULTING SERVICES AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **FOX TUTTLE TRANSPORTATION GROUP, LLC**, a Colorado limited liability company, with an address of 1580 N. Logan St., Suite 600 PMB 0604, Denver, CO 80203 (the "**Design Consultant**" or "**Consultant**" and referred to herein, together with the City, as the "**Parties**" or each individually as a "**Party**").

### RECITALS

1. The City, through its Department of Transportation and Infrastructure, wishes to secure professional services and related services to support the Department's Core Infrastructure and Transportation Administration on an "as needed" basis; and

2. The Consultant represents that it has the present capacity, experience and qualifications to perform professional services for the City in connection with the planning, design and construction, as applicable, of various City projects, as specified in this Agreement; and

3. In response to the City's Request for Qualifications, the Consultant submitted a Proposal for specific categories and services to the City. The Consultant and the City have negotiated a basic scope of categories and services, which includes the Consultant's M/WBE participation commitment(s) established by the Division of Small Business Opportunity ("DSBO"), and Rates for such professional services.

**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 Design Consultant with respect to the furnishing of professional design services under **Exhibit A**, attached hereto and incorporated herein, on an on-call basis and as set forth in this Agreement. The Design 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 ("**DOTI**") ("**Executive Director**") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director shall designate a DOTI Project Manager ("**Project Manager**") as the Executive Director's authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and final approval of the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Executive Director's approval. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director's behalf by written notice to the Design Consultant.

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

1.04 Scope of Design Consultant's Authority. The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design 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 Design 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.

1.05 Task Order. As the Executive Director determines the need and availability of funding for each Work Project, the City will issue a Task Order to the Design Consultant detailing the nature and extent of services to be provided and the timeframes for the Work Project, with a projected amount to be paid to the Design Consultant (the "**Work Project Amount**") based on the Work items contained in the scope of services in **Exhibit A**. **Exhibit B** attached to this Agreement and incorporated herein by reference contains the Rate Schedules, which the Design Consultant acknowledges and affirms that the City may rely upon in the preparation of Task Orders as provided herein. **Exhibit C** attached to this Agreement and incorporated herein by reference substantially reflects the form of the Task Order to be issued by the City. Following receipt of the issued Task Order, the Design Consultant shall, within two (2) business days and in good faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back to DOTI as to the Design Consultant's ability to initiate and complete the Work Project in the timeframes specified in the Task Order. The Design Consultant assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Task Order and the Work Project Amount, including any inquiries with the Project Manager as to any directions or specifications in the Task Order which are not clear. If the Design Consultant fails to contact DOTI within two (2) business days following receipt of the issued Task Order and state unequivocally that the Design Consultant is ready and willing to perform the Work Project in the manner and timeframes indicated on the Task Order, the City reserves the right to immediately withdraw the issued Task Order. Upon the Design Consultant executing the Task Order, the City shall finalize and execute the Task Order for the Work Project and return a copy of the executed Task Order to the Design Consultant. The City will not execute the Task Order unless any material changes proposed by the Design Consultant to the terms of the issued Task Order and/or additions to the Work Project Amount are deemed acceptable by the Executive Director and incorporated into the Task Order and until funding adequate to cover the entire Work Project Amount is available.

1.06 Task Order Change. If, after execution of a Task Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Task Order, along with any associated changes in the Work Project Amount, are required by the City or are requested by the Design Consultant and approved in advance by the Executive Director, a Task Order Change, in substantially the form as set forth in **Exhibit D** attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Task Orders. The Design Consultant shall promptly and thoroughly review and respond to the proposed changes, in accordance with the same standards and procedures prescribed for Task Orders, and notify the Project Manager that the Design Consultant is ready and willing to perform the Work Project in the manner and timeframes as modified by the Task Order Change. The City will not execute the Task Order Change unless any material changes proposed by the Design Consultant to the terms of the issued Task Order and/or additions to the Work Project Amount are deemed acceptable by the Executive Director and incorporated into the Task Order Change and until funding adequate to cover the entire Work Project Amount, if modified, is available.

## **SECTION 2 – DESIGN CONSULTANT'S SERVICES**

2.01 General. The Design Consultant shall provide professional design services for any assigned project, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Work Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules and regulations and executive orders of the City, the state and the federal government including the Americans with Disabilities Act (as may be amended).
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. The Design Consultant shall prepare and complete design documents in AutoCAD Civil 3D, unless otherwise approved by the Director. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Transportation and Infrastructure. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and 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.
- (g) Without limiting the foregoing, unless it is specifically directed otherwise in writing by the Executive Director, the Design Consultant shall comply with DOTI Standards for the final deliverable Record Documents. Final Payment will be held until the receipt of the Record Documents.
- (h) The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to

coordinate the Construction Documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).

- (i) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Executive Director and the user agency for any identified phase of a project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (j) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (k) The Design 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 Design Consultant or its subconsultants, without additional compensation.

#### 2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for each assigned Task Order and further agrees, unless it has timely notified the City that the project cannot be accomplished within such budget, to accomplish the project within the intent of the program and established budget. Should the Design Consultant determine that an assigned Task Order cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "**Project Construction Cost**" shall mean the estimated cost to the City of actually constructing an assigned project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost for the project to which the Design Consultant is assigned shall be provided to the Design Consultant at the time the Design Consultant prepares its proposal for that project. Such cost shall be subject to increase or decrease at the sole option of the Executive Director.
- (c) If the City requires the Design Consultant to prepare a formal cost estimate for a particular Task Order, the Design Consultant agrees to design the project within the project's estimated Project Construction Cost. Should all responsive bids or proposals received for the project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Work Project at no additional cost to City and, in a manner acceptable to the City.

#### 2.04 Coordination and Cooperation.

- (a) The Design 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 all phases of each assigned Task Order. Such coordination shall consist of regular progress and review meetings with the City, work sessions with DOTI, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City upon request.

2.05 Personnel Assignments.

- (a) The Key Personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design 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 Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians 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.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, hourly rates, and résumés of training and experience in work of like character and magnitude of the project being contemplated, and a conflict of interest statement (if applicable) pursuant to paragraph 2.05(h) to the Project Manager and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design 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 Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Project Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Project Manager, which approval shall not be unreasonably withheld.

- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved Key Personnel or a subconsultant is not acceptable, they shall notify the Design Consultant and give the Design Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, they may require the Design Consultant to reassign or replace such key personnel. If the Executive Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a Task Order to which they may be assigned, and the Design 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.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Project 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 résumés, hourly rates, and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Project Manager before they are assigned to a specific Task Order.
- (k) The Project Manager shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Project Manager receives the list of changes. If the Project Manager does not respond within that time, the changes shall be deemed to be approved.

## 2.06 Basic Services – General.

- (a) The Design Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced personnel to support DOTI's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order proposal for the particular project assigned to the Design Consultant under this Agreement, the Design Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each project to which it is assigned and its proposal is approved.
- (b) When directed by the Executive Director to perform under this Agreement on a particular Task Order, the Design Consultant shall prepare a project-specific proposal in accordance with the provided scope or description of Work for that project. A separate project-specific proposal shall be prepared for each Task Order

for which the Design Consultant's services are required and shall set forth, at a minimum all of the following:

- (1) The maximum fee for the Design Consultant's basic services.
  - (2) The Supplemental Services budget (not to exceed 10% of the proposed fee), if any, for the Work Project.
  - (3) The budget for reimbursable expenses if applicable.
  - (4) A description of the project and requested scope of work (the "Work").
  - (5) An agreed upon schedule for the Design Consultant's performance.
  - (6) A lump sum maximum price for all of the Design Consultant's Work.
  - (7) An Itemized Hourly Estimate per the Key Personnel and Rate Schedule in **Exhibit B**, unless waived by the Executive Director.
- (c) Upon approval by the Executive Director of a Task Order proposal, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed, the Design Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with the approved Task Order-specific proposal upon approval of the proposal.
- (e) The Design Consultant's basic services for each Task Order to which it is assigned may consist of any one or combination of the phases described below and shall include, but is not limited to planning, architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements as appropriate to each phase of each project and the services described in **Exhibit A**.
- (f) The Design Consultant shall obtain written authorization from the Project Manager before proceeding with each phase of each assigned Task Order.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned Task Order. Further, nothing in this Agreement shall be construed as guaranteeing the Design Consultant any minimum amount of Work or number of projects assigned under this Agreement.
- (h) If a Task Order which is assigned to the Design Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference is incorporated into the project-specific proposal for such project, and included in the Design Consultant's basic services responsibilities for such project.
- (i) The responsibilities and obligations of the Design 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.

2.07 Basic Services - Phase Specific. All of the services described in this Section 2.07, unless specifically noted as omitted in the project-specific proposal or Task Order for a specific project, are included in the Design Consultant Basic Fee for each project to which the Design Consultant is assigned. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each element of the Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**. To the extent applicable to the services to be provided by the Design Consultant as specified in **Exhibit A**, the Design Consultant shall comply with the following tasks based upon the applicable design phase:

(a) Programming and Investigation Phase:

- (1) The Design Consultant shall attend such meetings as may be required for a complete understanding of each project, and the Design Consultant shall document all such meetings, meeting notices, agendas, and distribute minutes to the City upon completion.
- (2) If construction, design or document standards have been adopted by the City, the state, or the federal government for, or relevant to, the Work Project, the Design Consultant shall comply with all such standards when applicable.
- (3) The Design Consultant shall perform all additional research or investigation it deems necessary to develop a complete understanding of the project.
- (4) The Design Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific project based on available information and as provided by the City.
- (5) The Design Consultant shall review the project requirements with the City to confirm its understanding of the project program, budget and any potential modifications or limitations.
- (6) The Design Consultant shall review and incorporate all available information provided by the City, including surveys, plats, special studies and engineering data as necessary to properly investigate and report on the project.
- (7) The Design Consultant shall review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to the project needs, schedule, and budget.
- (8) The Design Consultant shall also include as part of this phase all services necessary for successful completion of the applicable approved project-specific proposal.
- (9) Typical deliverables for the Programming and Investigation phase would include analyses, studies, surveys, reports and recommendations, as stipulated in the approved Task Order.

(b) Planning/Concept Design Phase:



- (1) The Design Consultant shall not begin work on the Planning and Design Phase until written notice to proceed with such phase is received from the Project Manager.
- (2) The Design Consultant shall, in response to the City's requirements, the budget restrictions of the project and the delivery method of design and construction approved by City, prepare schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient detail the City can make knowledgeable and informed decisions as to the selection of alternates and resolution of scope and budget questions.
- (3) The Design Consultant shall provide a preliminary Statement of Probable Construction Cost of the project to the City, taking into account the City's project budget and provide recommendation for alternatives to keep the project within the stated project budget.
- (4) The Design Consultant shall include as part of this phase all services necessary for successful completion of the approved project-specific proposal.
- (5) Typical deliverables for the Schematic Design (30% complete) phase would include concept plans, alternatives, sketches, renderings, model sketches, analyses, Statement of Probable Cost, and recommendations, per the City's standard submittal requirements and as stipulated in the approved Task Order.

(c) Design Development Phase:

- (1) Prior to beginning the Design Development Phase of each Task Order, the Design Consultant shall obtain written approval of its final Schematic Design documents and the Statement of Probable Cost.
- (2) The Design Consultant shall prepare Design Development documents based upon the approved Schematic Design documents and any adjustments in the program and budget authorized by the Executive Director.
- (3) The Design Development documents shall provide sufficient design graphics, data, information and supporting material to define the design solution for the project, including the shape, size and character of the project as to architectural, civil, structural, mechanical and electrical engineering, and any other project elements necessary for successful implementation of the project scope and design.
- (4) Design Consultant shall prepare Design Development drawings which shall include but not be limited to:
  - (i) Drawings which show existing topographic features and improvements affecting or relating to the proposed project. The Consultant shall indicate revisions to be made to existing topographic

features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes.

- (ii) Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
  - (iii) Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment, and plumbing and heating, where applicable.
  - (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
  - (v) Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas mains and electrical services as needed for the construction of the project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
  - (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.
- (5) The Design Consultant shall prepare preliminary specifications which shall include general requirements and special conditions (DOTI) standards and project specific needs.
  - (6) The Design Consultant shall provide a proposed project time schedule, including key dates and milestones.
  - (7) The Design Consultant shall prepare a Statement of Probable Construction Cost which shall be calculated by the Design Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications reflecting estimated project construction costs and taking into account construction components utilized in the project design.
  - (8) The Design Consultant shall provide all services necessary for successful completion of the approved project-specific proposal.

(d) Construction Documents Phase:

- (1) Prior to beginning the Construction Documents Phase, the Design Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Upon acceptance by the City, in writing, of the Statement of Probable Construction Cost, such statement shall become the City's Final Budget for Project Construction. Acceptance of the Design Development Documents

shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Design Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.

- (2) The Design Consultant shall prepare the Construction Documents from the approved Design Development documents and by addressing all comments received during the QA/QC review incorporation of any further changes authorized by the City and agreed to by the Design Consultant. The Construction Documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, for a competent construction contractor to construct the project, and shall contain complete bidding documents meeting all City and, as applicable, state and federal requirements.
- (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications, compliant with the City's Construction General Conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
- (4) The Design Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project, including, but not limited to, CASDP, SUDP, and Floodplain permits. The City will lend any required assistance, such as signing application(s).
- (5) Acceptance of the Construction Documents shall not relieve the Design Consultant of any responsibility for design deficiencies, omissions or errors.
- (6) All final plans and specifications shall bear the signature(s) and seal(s) of the Design Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the Parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Design Consultant shall be ultimately responsible for all design work provided under this Agreement.
- (7) The Design Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
- (8) The Design Consultant shall provide a list of long lead items to the Project Manager.
- (9) The Design Consultant shall provide the City with a Final Opinion of Probable Construction Cost based upon the submitted Final Construction Documents for the City's consideration.

- (10) The Design Consultant shall include as part of this phase all services included in the applicable portions of the applicable approved project-specific proposal.
- (11) If the Cost estimate indicates a budget shortfall, the Design Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the Construction Documents. The Final Construction Documents and Opinion of Probable Construction Cost shall include such bid alternates required and agreed upon as necessary to estimate the Base Bid to be at or below the Project budget.

(e) Bidding Phase:

- (1) Prior to beginning the Bidding Phase of the Task Order, the Design Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents and shall not relieve the Design Consultant of the responsibility for design deficiencies, errors or omissions.
- (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda.
- (3) During this phase, the Design Consultant's duties shall include, but not be limited to:
  - (i) Preparing and submitting the project documents and bid documents for the written acceptance of the City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not relieve the Design Consultant of the responsibility for design deficiencies, errors, or omissions;
  - (ii) Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
  - (iii) Providing the City with bid documents in accordance with the format required by the City;
  - (iv) Assist the Project Manager with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
  - (v) Assist the Project Manager with the preparation of any necessary addenda; and participating in the pre-bid conference with prospective bidders;
  - (vi) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and

- (vii) Performing all services included in the applicable portions of the applicable approved project-specific proposal.
- (4) Value Engineering: The Design Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the project back into budget if there is a budget shortfall.
- (f) Construction Administration Phase:
  - (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
  - (2) The time schedule for the Design Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Design Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, punch lists, warranties, certifications, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid.
  - (3) The Design Consultant shall assist at a pre-construction conference with the Contractor and shall take and distribute to the City and the Contractor, upon request, written minutes of the pre-construction conference and of all meetings conducted.
  - (4) The Design Consultant shall take written minutes of all project meetings and shall distribute such minutes to the City for review upon request.
  - (5) The Design Consultant shall attend meetings when requested by the Project Manager. The Design Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
  - (6) When requested by the Project Manager, the Design Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
  - (7) If, in the Design Consultant's opinion, the Contractor has fallen behind schedule, the Design Consultant shall immediately notify the City Project Manager. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified in the Contract Documents, or any extension thereof, or fails to complete said work within such time, or refuses to correct defective work, the Design Consultant shall immediately notify the City Project Manager and recommend a course of action.
  - (8) The Design Consultant will assist the City Project Manager with interpreting the requirements of the Project Plans and Specifications. The Design

Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.

- (9) The Design Consultant shall notify the City's Project Manager of unacceptable work which, in the Design Consultant's opinion, does not conform to the Contract Documents. The Design Consultant shall review and approve all shop drawings, mock-ups, samples and other required submissions of the Contractor in a timely manner. Such general submissions shall be approved for use on the project only if, and when, the Design Consultant has ascertained that they are in conformance with the design concept of the project and in compliance with Contract Documents. Submissions of Contractor(s) shall be acted on and returned to the City and Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the Design Consultant shall notify Contractor and City of such delay, in writing, before expiration of the approval date, stating the reason for the delay. Resubmittals shall be acted on and returned to City and Contractor within five (5) days. The Contractor shall submit to the City Project Manager and Design Consultant prior to the beginning of construction, a schedule of submittals. No shop drawing or submittal will be approved prior to the receipt of the submittal schedule.
- (10) The Design Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such requests. The Design Consultant shall submit written recommendations to the City concerning all directions and/or requests for Change Orders.
- (11) All Change Orders shall be on forms supplied by the City. The Design Consultant shall keep a current record of all variations or departures from the drawings and specifications as originally approved and shall maintain careful supervision over all changes in final drawings in the course of the work.
- (12) The City will transmit a copy of all completed change orders to the Design Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (13) The Design Consultant shall use reasonable efforts and professional judgement to ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (14) The Design Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Design Consultant shall immediately make an oral report of such nonconformance to the City Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Design Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing

the project. The on-site visits by the Design Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.

- (15) On each visit to the site, the Design Consultant shall make, and file within seven (7) days with the City, a written field observation report detailing their observations.
- (16) If the Design Consultant knows or reasonably should have known that the Contractor or any subcontractor fails to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Design Consultant, the Design Consultant shall report such failure to the City's Project Manager immediately. The Design Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the project.
- (17) If the Design Consultant becomes aware of any condition or event constituting a material default by the Contractor or that otherwise justify termination of a Contractor for cause, the Design Consultant shall notify the City immediately.
- (18) Upon the completion of the entire work or a designated portion thereof, the Design Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- (19) The Design Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.
- (20) Prior to Final Inspection, the Design Consultant shall obtain the original "Marked-up As Built" drawings and a conformed copy of the Project Specifications from each Contractor. Based on these documents, the Design Consultant shall prepare, as necessary, and deliver to the Project Manager Record Drawings and a conformed copy of the Project Specifications showing all changes made during construction. Such Record Drawings shall reflect all known modifications to the original drawings and shall be made from the "Marked-up As Built" sets of drawings prepared by Contractor. The Record Drawings shall incorporate the Design Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Design Consultant as being Record Drawings. These drawings shall be delivered electronically in PDF and DWG formats to the City Project Manager, together with all of the "Marked-up As Built" prints provided by the Contractor(s) from which they were derived. If requested by

the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Design Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Design Consultant's basic services fee for each project will not be paid until such Record Drawings and all Record Documents required are received.

- (21) When requested, the Design Consultant shall attend the Final Inspection with the City to ascertain that all work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Design Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (22) Prior to final payment to the Contractor, the Design Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (23) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Design Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished by the Design Consultant to the City.
- (24) The Design Consultant shall include as part of this phase all services included in the applicable portions of the applicable approved project-specific proposal and necessary for successful completion.

## 2.08 Surveying and Testing.

- (a) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (b) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted, the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City such that any inadequacy or inconsistency can be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (c) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste



material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

- (d) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (e) Payment to the Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

2.09 Compliance with M/WBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Consultant’s MWBE Participation Commitment(s) for this Agreement as stipulated in the Division of Small Business Opportunity’s (“DSBO”) Commitment to MWBE Participation Form(s) submitted by the Consultant is/are as follows:

<b>CATEGORY DESCRIPTION</b>	<b>MWBE COMMITMENT %</b>
Category 4 Multimodal Design	25%

- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other modification under § 28-70, D.R.M.C. The Consultant acknowledges that:
  - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
  - (2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
  - (3) If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, which

increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such or contract modification shall be promptly submitted to DSBO for notification purposes.

- (4) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's/subconsultant's invoice.
- (6) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (7) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

### **SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING**

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

3.01 Basic Services. The City agrees to pay the Design Consultant, as compensation for any basic services rendered for a particular Project, either a maximum basic services fee, to be set forth in each approved Work Project proposal prepared prior to commencement of any work under this Agreement, or an amount based on the Design Consultant's periodic invoices, whichever is less.

3.02 Reimbursable Expenses. Unless expressly authorized by the City as part of any approved Task Order, the City will not compensate the Design Consultant for expenses such as postage, travel, mileage (if the project is within the City and County of Denver boundary), telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call Task Order as a not-to-exceed reproducible expense.

3.03 Supplemental Services. The Design Consultant shall be compensated for any additional services pre-approved in writing for any assigned Task Order, subject to the terms and conditions set forth herein and an additional services budget limits for that specific project.

3.04 Invoices. The Design 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 Design Consultant's actual hours, rates, personnel, sub-consultant costs and reimbursable costs, and shall be based on the hourly

rates or other rates for services contained in **Exhibit B**. The Design Consultant shall maintain hourly records of the time 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 Design Consultant's invoice shall be separated as necessary to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City, and approval by the City, payment shall be issued. Final payment to the Design Consultant, for each assigned Task Order, shall not be made until after the project is accepted, all guarantees, certificates of completion, and record drawings and reproducible copies are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the Design Consultant. No deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.

### 3.05 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the Parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**. In no event shall the maximum payment to the Design Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular Task Orders assigned to the Design Consultant under this Agreement for the particular year(s) in which this Agreement is in effect and paid into the Treasury of the City. 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 Design Consultant for the work it performs on any assigned Task Order, at the time it accepts each proposal for a specific project. The Executive Director of DOTI, upon reasonable written request, will advise the Design Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Design Consultant on a specific project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Design Consultant for a specific Task Order to exceed the amount appropriated for the Design Consultant's work on a specific project is expressly 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 Design Consultant has been advised in writing by the Executive Director of DOTI that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Design Consultant to verify that the amounts already appropriated for the Design Consultant's Work on a project 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 Design Consultant's own risk and sole expense.

#### **SECTION 4 – TERM AND TERMINATION**

4.01 Term. The initial term of this Agreement shall commence upon execution and shall end three years thereafter; provided, however, that any work in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. The term may be extended, at the sole option of the City by written amendment pursuant to Executive Order 8. In no event, however, shall the Design Consultant's performance under this Agreement, including any extension, exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

##### 4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. The City shall have the sole discretion to permit the Design 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 Design 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 Design Consultant shall be liable to the City for all reasonable costs in excess of what the City would have paid the Design 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 Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design 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 drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design 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 Design Consultant shall cooperate in all respects with the City. Such

cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another design consultant, if applicable. Any and all use or modification of the instruments of service which were not complete upon termination of this Agreement in the City's possession shall be used at the City's sole risk and without liability to the Design Consultant.

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City's Responsibilities.**

- (a) The City shall provide available information regarding its requirements for each Task Order, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify the City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to the Design Consultant.

### **5.02 Ownership of Documents.**

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Contract Documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and 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 Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "**Documents**"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City. Any reuse of the Documents outside of the scope of work for which it was prepared, or any alteration thereof without the Consultant's review and approval, shall be at the City's sole risk and without liability to the Consultant.
- (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 Design 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 Design 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 Design 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 Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, CAD files, (AutoCAD .dwg format), PDF files of all drawings (flattened), specification, and reports 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.
- (f) If the City reuses Design Documents prepared by the Design Consultant other than for their intended use or at a new location without the Design Consultant's approval, the City will have no claim against the Design Consultant arising out of any alleged defects, deficiencies or flaws in the Design Documents.

5.03 Taxes and Licenses. The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit 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 Design Consultant shall furnish the Executive Director, 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 Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow 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.

5.04 Examination of Records and Audit. Any authorized agent of the City, including the City Auditor or their representative, has the right to access, and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Design Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Design 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 the Design Consultant to make disclosures in violation of state or federal privacy laws. The Design Consultant shall at all times comply with D.R.M.C. 20-276.

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design 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 Design 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 Design 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 Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Design Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because 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. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

- (a) General Conditions: The Design 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. The Design 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, the Design 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. The Design 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 Design Consultant. The Design 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: The Design Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Design Consultant certifies that the certificate of insurance attached as **Exhibit E**, 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 the Design 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 and Automobile Liability, the Design Consultant and subconsultant'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, the Design Consultant's insurer shall waive subrogation rights against the City.
- (e) Subconsultants: The Design 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 Design Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- (f) Workers' Compensation/Employer's Liability Insurance: The Design 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: The Design 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) Automobile Liability: The Design 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 and Omissions): The Design 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.

#### 5.08 Defense and Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless the 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 related to the work performed under this Agreement that are attributable to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) The Design Consultant's obligation to defend and indemnify may be determined after the Design Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. The Design Consultant's duty to defend and indemnify the City shall relate back to the time written



notice of the Claim is first provided to the City regardless of whether suit has been filed and even if the Design Consultant is not named as a Defendant.

(c) The Design Consultant will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design 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.

5.09 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.*

5.10 Contract Exhibits; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following Exhibits, which are incorporated herein and made a part hereof by reference:

<b>Exhibit A</b>	Scope of Work
<b>Exhibit B</b>	Key Personnel and Rates
<b>Exhibit C</b>	Task Order Form
<b>Exhibit D</b>	Task Order Change Form
<b>Exhibit E</b>	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed Exhibits, 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:

Sections 1 through 5  
**Exhibit A**  
**Exhibit B**  
**Exhibit C**  
**Exhibit D**  
**Exhibit E**

5.11 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 Design Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

5.12 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 action arising hereunder shall be in the City and County of Denver, Colorado.

5.13. Conflict of Interest.

- (a) 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 Design 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.
- (b) The Design 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 Design 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 Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design 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 Design Consultant written notice which describes the conflict. The Design 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.

5.14 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 Design 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 Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

5.16 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.

5.17 Proprietary or Confidential Information.

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design 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 Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same

standard of care to protect such information as a reasonably prudent professional would to protect its own proprietary or confidential data. “**Proprietary Data**” shall mean 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 Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Design Consultant’s Information: The Parties understand 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 Design Consultant of such request in order to give the Design 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 Design 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 Design 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 Design 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.

5.18 Use, Possession or Sale of Alcohol or Drugs. The Design 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 Design Consultant from City facilities or participating in City operations.

5.19 Disputes. All disputes between the City and the Design 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 Executive Director.

5.20 Waiver of C.R.S. § 13-20-802, et seq. The Design Consultant specifically waives all the provisions of the Colorado Construction Defect Action Reform Act (CDARA) and Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-20-802 et seq.) relating to design defects in any project under this Agreement.

5.21 Compliance With Denver Wage Laws: To the extent applicable to the Design Consultant’s provision of services hereunder, the Design Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design Consultant, or any

other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

5.22 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 Design 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.

5.23 Advertising and Public Disclosure. The Design 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 Executive Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Executive Director 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 Executive Director, City Council or the Auditor. Notwithstanding the foregoing, upon completion of the Project, the Design Consultant shall have the right to accurately represent its role, contractual relationship, and work performed under this Agreement in client proposals for the purpose of establishing work experience.

5.24 Legal Authority. Design 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 Design Consultant represents and warrants that he has been fully authorized by Design Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design 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 Design Consultant or the person signing the Agreement to enter into this Agreement.

5.25 Notices. Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

To the City:	Executive Director of Transportation and Infrastructure 201 West Colfax Avenue Denver, Colorado 80202
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To the Design Consultant:	Fox Tuttle Transportation Group, LLC 1580 N. Logan St., Suite 600 PMB 0604, Denver, Colorado 80203
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The addresses may be changed by the Parties by written notice.

5.26 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.

5.27 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.

5.28 Electronic Signatures and Electronic Records. Design 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.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**Contract Control Number:**  
**Contractor Name:**

DOTI-202580795-00  
Fox Tuttle Transportation Group, LLC

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202580795-00  
Fox Tuttle Transportation Group, LLC

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

Signed by:

  
698D69988EB5422...

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# **Exhibit A**

## **Scope of Work**



## **Category 4 - Multimodal Design**

### **Short Description:**

Design of multimodal facilities, including bikeways, pedestrian improvements, traffic calming treatments, and Transit improvements.

### **Definition:**

Work in this category is related to the design of multimodal facilities, in support of our pedestrian, bike, traffic calming, and transit programs. These projects will include intersection level projects and corridor projects. Major roadway reconstruction or sidewalk projects are not included. Tasks and deliverables to support multimodal design are included.

### **Primary Scope Elements:**

- Bicycle facility and associated infrastructure design
- Pedestrian infrastructure design including intersection reconfigurations and crossing improvements
- Traffic calming treatments and associated infrastructure design
- Design for ADA compliance
- Plan, specification, and cost estimate preparation
- Construction support

### **Secondary Scope Elements:**

- General requirements required in the contract
- Transit and associated infrastructure design
- Traffic engineering services to inform multimodal improvement design including traffic modeling, traffic analysis/studies
- Vehicular/bike/ped counts
- Signal design and signal design ancillary to multimodal improvements
- Signs and marking design
- Traffic control plans
- Staff augmentation
- Project Management
- Geotechnical investigations
- Survey
- Environmental research and testing
- Utility engineering and coordination
- Minor storm sewer improvements
- Grant writing and management
- Permitting
- Real Estate
- Landscape architecture/streetscape improvements
- Public Outreach and Stakeholder Engagement
- Integration of Institute for Sustainable Infrastructure ENVISION Rating System credits and sustainability requirements and support project award achievement verification
- Additional tasks as required

### **Skills and Requirements:**

- Multimodal design experience
- Expertise utilizing current traffic analysis/modeling software including Synchro, True Traffic and VISSIM for traffic studies
- Experience with current bikeway, pedestrian, and transit design guidelines and standards
- Expertise providing public and stakeholder outreach support for engineering projects.

## **Exhibit B**

### **Key Personnel/Rates**

**LIST OF KEY PERSONNEL**

<b>PERSONNEL CLASSIFICATION</b>	<b>NAME OF INDIVIDUAL</b>
Principal II	Steve Tuttle, Fox Tuttle Transportation Group
Principal I	Alicia Zimmerman, Fox Tuttle Transportation Group
Principal I	Cassie Slade, Fox Tuttle Transportation Group
Sr. Transportation Engineer	Chris Sobie, Fox Tuttle Transportation Group
Transportation Engineer II	Scott Kilgore, Fox Tuttle Transportation Group
Project Manager I	Ben Burns, Pinyon
Scientist II	Jenn Hale, Pinyon
Senior Associate	Annamarie Jazwick, CIG
Principal	J E Parker Jr., HC Peck
Director of Survey/Mapping	Robert Maestas, 105 West
Engineer/Technical Specialist XXV	Marc Devos, Wilson & Company
Engineer/Technical Specialist X	Kyra McCool, Wilson & Company
Engineer/Technical Specialist XII	Dylan Hesse, Wilson & Company
Project Manager QAQC Engineer I	Aaron Egbert, Stantec
Sr. Engineer	Matt Wolf, Stantec

Project Manager III	Brett Higgins, Michael Baker
Project Manager II	Ben Combs, Michael Baker
Project Manager 7L	John Hausman, Muller
Sr. Project Manager 8	Nate Algoe, Muller
Principal	Chris Vogelsang, OV Consulting
Outreach Manager	Nora Neureiter, OV Consulting
Principal II	Jason Rutt, Consor
Principal	Melanie Banfield, Ridgeview Data Collection
Operations Manager	TJ Wethington, idax Data Solutions
Principal P2	Gretchen Wilson, Dig
Project Manager I	Natalie Farmer, Goodbee Associates
Senior Project Designer	Travis Babcock, Clanton

### PRIME TEAM MEMBERS

Prime: Fox Tuttle Transportation 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.
Principal III	Client-service management; technical advisor; provide project direction and budget; overall quality control on all task orders	\$265
Principal II	Client-service management; technical advisor; provide project direction and budget; overall quality control on all task orders	\$255
Principal I	Client-service management; technical advisor; provide project direction and budget; overall quality control on all task orders	\$240
Sr. Associate	Client-service management; project management; quality control, senior advisor and mentoring	\$230
Sr. Transportation Engineer	Project management; technical design direction; oversight of team; performs planning and design tasks; review of deliverables	\$220
Transportation Engineer II	Design, analysis/modeling, engineering calculations technical services	\$205
Transportation Engineer I	Design, analysis/modeling, engineering calculations technical services	\$185
Sr. Transportation Planner	Project management, technical planning direction, outreach support, concept design, review of deliverables	\$205
Transportation Planner II	Technical planning direction; performs planning tasks and support	\$185
Transportation Planner I	Technical planning direction; performs planning tasks and support	\$145
Engineering Technician	Field studies; technical analysis and data processing support	\$145
Administrative	Clerical, operations, non-technical, and administrative support	\$110
Field Technician	Field surveys and studies, CAD support	\$100

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**

Prime: Fox Tuttle Transportation Group

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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>0.60</u> / each
Copies (8 1/2 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>5.00</u> / S.F.
Reproducibles	\$ <u>0.25</u> / page

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, 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.
Dir.of Survey/Mapping	Project Principal/Perform Survey work and ROW work	\$180
Project Surveyor	Manage Projects/day-to-day field operations & surveying	\$160
Survey Technician	Perform all types of surveying required for completion	\$130
Party Chief	Perform field work and coordination	\$120
Instrument Operator	Assist Party Chief in performing field work/coordination	\$90
Administrative	Perform administrative duties	\$95
Survey Crew (1-Man)	Perform field work and coordination	\$175
Survey Crew (2-Man)	Perform field work and coordination	\$210
Survey Manager	Manage Projects/Perform Survey work and ROW work	\$175

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

REIMBURSABLE EXPENSES

Sub-Consultant: 105 West, Inc.

The additional expenses of the consultant reimbursable by the City shall include:

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.12 / each
Copies (8 1/2 x 14")	\$ 0.14 / each
Red-line copies	\$ N/A / S.F.
Reproducibles	\$ N/A / page



## SUB TEAM MEMBERS

Sub: Communication Infrastructure Group (CIG)

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
Chief Creative Officer	Creative Oversight	\$205
Senior Counselor	Executive Oversight	\$205
Sr. Strategic Director	Strategic Counsel	\$200
Counselor II	Project Oversight	\$179
Counselor I	Project Oversight and Coordination	\$148
Account Supervisor	Project Management	\$135
Creative Art Director	Creative Project Management and Graphic Design	\$132
Senior Associate	Project Management and Coordination	\$127
Associate Creative Director	Creative Projects Coordination and Graphic Design	\$121
Associate II	Mid-Level Project Management and Coordination	\$104
Graphic Design	Graphic Design	\$100
Web Designer	Web Design	\$88
Associate I	Project Support	\$88
Specialist	Entry-Level Project Support	\$71
Account Coordinator	Entry-Level Project Support	\$39


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: Communication Infrastructure Group (CIG)

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>          </u> / S.F.
Reproducibles	\$ <u>    .25    </u> / page

## SUB TEAM MEMBERS

Sub: Clanton & Associates

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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	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$ 413
Principal	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$ 340
Director of Operations	Operations Management	\$ 289
Chief Executive Officer	Visioning, Project Approach, Quality Control	\$ 413
Controller	Invoicing, Finance	\$ 153
Marketing Manager	Marketing, Proposal Development, Contract Review	\$ 131
Office Manager	Invoicing, Office Administration	\$ 131
CADD Technician I	CADD Production	\$ 142
CADD Technician II	CADD Production	\$ 148
Senior CADD Technician	CADD Production	\$ 159
Associate CADD	CADD Production, Quality Control	\$ 171
Production Manager	CADD Production, Deliverables Management, Quality Control	\$ 261
Intern	Lighting Design, Electrical Engineering, Project Support	\$ 136
Design Engineer	Lighting Design, Electrical Engineering, Project Support	\$ 176
Engineer	Lighting Design, Electrical Engineering, Project Support	\$ 193
Project Engineer	Lighting Design, Electrical Engineering, Project Support	\$ 204
Senior Project Engineer	Project Management, Electrical Engineering, Quality Control	\$ 232

Associate Engineer	Project Management, Electrical Engineering, Quality Control	\$ 261
Senior Associate Engineer	Project Management, Electrical Engineering, Quality Control	\$ 278
Senior Electrical Specialist	Project Management, Electrical Engineering, Quality Control	\$ 278
Assistant Designer	Lighting Design, Project Support	\$ 171
Designer	Lighting Design, Project Support	\$ 180
Project Designer	Lighting Design, Project Support	\$ 193
Senior Project Designer	Project Management, Lighting Design, Quality Control	\$ 216
Associate Designer	Project Management, Lighting Design, Quality Control	\$ 261
Senior Associate Designer	Project Management, Lighting Design, Quality Control	\$ 278
Senior Lighting Specialist	Project Management, Quality Control, Standards Development	\$ 278
Assistant Lighting Planner	Standards Development, Lighting Design	\$ 171
Lighting Planner	Standards Development, Lighting Design	\$ 181
Project Lighting Planner	Project Management, Standards Development, Lighting Design	\$ 193
Senior Lighting Planner	Project Management, Standards Development, Lighting Design, Quality Control	\$ 216
Associate Lighting Planner	Project Management, Standards Development, Lighting Design, Quality Control	\$ 261
Senior Associate Lighting Planner	Project Management, Standards Development, Lighting Design, Quality Control	\$ 278
Senior Planning & Policy Manager	Project Management, Standards Development, Lighting Design, Quality Control	\$ 278
Senior Lighting Expert	Project Management, Quality Control, Standards Development	\$ 466

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: Clanton & Associates

---

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>.07</u> / each
Copies (8 1/2 x 14")	\$ <u>.075</u> / each
Red-line copies	\$ <u>1.25</u> / S.F.
Reproducibles	\$ <u>1.25</u> / page

## SUB TEAM MEMBERS

Prime: Conсор 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.
Principal IV	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$340
Principal III	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$321
Principal II	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$299
Principal I	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$271
Principal Planner I	Manages and performs technical tasks for complex projects or a number of large projects. Identifies and resolves problems as they arise. Provides directions for planning reports, analysis and report preparation, preparation of technical graphics and planning-level cost estimates.	\$233
Senior ITS Engineer III	Full responsibility for large, complex projects or several large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$320
Senior Project Manager IV	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$318
Senior Project Manager III	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$295
Senior Project Manager II	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$278
Senior Project Manager I	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$240
Senior Transportation Engineer III	Full responsibility for large, complex projects or several large projects. Provides directions for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$241
Senior Transportation Engineer II	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$211
Senior Transportation Engineer I	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$172

Project Manager III	Responsibility for small and medium-sized, typical projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$271
Project Manager II	Responsibility for small and medium-sized, typical projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$212
Project Manager I	Responsibility for small and medium-sized, typical projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$200
Senior Planner III	Project management applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. Provide technical guidance and leads tasks throughout project.	\$250
Senior Planner II	Project management applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$229
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$225
Senior ITS Engineer II	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$233
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specifications, estimates, and schedules.	\$164
Construction Manager II	Senior project management, construction oversight and manages teams. Creates and manages construction schedules; Performs pre-and post- installation field reviews; shares lessons learned from installations, manages integration and testing infield.	\$215
Planner IV	Manages and supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. Leads tasks associated with a multimodal planning project.	\$172
Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$162
Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$134
Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$107
Transportation Engineer III	Preparation of engineering drawings, analysis and report preparation.	\$186
Transportation Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$180
Transportation Engineer I	Preparation of engineering drawings, analysis and report preparation.	\$170
ITS Engineer I	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$170
Engineering Designer V	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$167
Engineering Designer IV	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$144
Engineering Designer III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$133
Engineering Designer II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$125



EIT IV	Preparation of engineering drawings, analysis and report preparation.	\$156
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$136
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$127
EIT I	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$121
ITS Construction Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, and estimates.	\$160
CI Level E	Perform and supervise complex construction tasks. Performs project management activities. Technical knowledge of engineering specifications and constructions quality requirements. Design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts.	\$168
CI Level D	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts. Performs and supervises technical construction tasks.	\$151
CI Level C	Performs and supervises construction tasks. Thorough technical knowledge of construction requirements and standards.	\$138
CI Level B	Performs construction inspection and documentation.	\$125
CI Level A	Performs construction inspection and documentation. Entry level.	\$114
Junior Transportation Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$137
Junior Transportation Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$113
Junior Transportation Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$85
Project Accountant	Responsible for all accounting aspects of project.	\$149
Admin Coordinator II	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$112
Admin Coordinator I	Performs word processing, report preparation, specifications, mailings and reproduction.	\$103

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

Prime: Conсор 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

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

SUB TEAM MEMBERS

Sub: Dig Studio, 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.
Principal P3	Principal	\$255
Principal P2	Principal	\$235
Principal P1	Principal	\$210
Designer VI	Designer	\$185
Designer V	Designer	\$170
Designer IV	Designer	\$155
Designer III	Designer	\$140
Designer II	Designer	\$132
Designer I	Designer	\$127
Administration	Administration	\$155

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: Dig Studio, 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")	\$ 0.55____/ each
Copies (8 1/2 x 14")	\$ 1.10____/ each
Red-line copies	\$ 1.65____/ S.F.
Reproducibles	\$ 16.50____/ page

**SUB-CONSULTANT**Firm Name: Goodbee & Associates, Inc.

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

<b>Goodbee Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>	<b>DOTI Area of Expertise/Position Cross Over</b>
President	Directs all aspects of the firm's operations	\$230	Project Management Principal Project Manager
Principal	Directs all aspects of the firm's operations	\$230	Engineering Engineer IX
Landscape Architect (Principal)	Leads and reviews technical work	\$180	Landscaping Manager of Landscape Architecture
Landscape Architect III	Leads and reviews technical work	\$160	Landscaping Landscape Architect III
Landscape Architect II	Leads and reviews technical work	\$150	Landscaping Landscape Architect II
Landscape Architect I	Leads and reviews technical work	\$140	Landscaping Landscape Architect I (Entry Level)
Project Manager IV	Leads and reviews technical work	\$170	Project Managers Project Manger IV
Project Manager III	Leads and reviews technical work	\$160	Project Managers Project Manger III
Project Manager II	Leads and reviews technical work	\$150	Project Managers Project Manger II
Project Manager I	Leads and reviews technical work	\$140	Project Managers Project Manger I
Designer III	Completes technical work under direction of a PM/LA	\$120	Cadd & Designers Designer/Drafter III
Designer II	Completes technical work under direction of a PM/LA	\$110	Cadd & Designers Designer/Drafter II
Designer I	Completes technical work under direction of a PM/LA	\$100	Cadd & Designers Designer/Drafter I
SUE Technician III	Leads and completes field work	\$130	Surveyors Survey Manager
SUE Technician II	Completes field work under direction of manager	\$110	Surveyors Survey Technician II
SUE Technician I	Completes field work under direction of manager	\$90	Surveyors Survey Technician I
Intern I	Supports tasks under direction of manager	\$80	Engingeers Engineering Intern - Student
Administrator	Bookkeeping and general administration	\$110	Accounting & Finance Accounting Manager
Administrative Assistant	General administration	\$80	Office Administrative Assistant II

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: Goodbee & Associates, Inc.

The additional expense of the consultant reimbursable by the City shall include:

Actual cost of reproduction of drawings and specifications requested by the City.

Travel/transportation costs shall not be reimbursable by the City for Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>at cost</u> / each
Copies (8 1/2 x 14")	\$ <u>at cost</u> / each
Red-line copies	\$ <u>at cost</u> / each
Reproducibles	\$ <u>at cost</u> / each
Traffic control	\$ <u>at cost</u> / each
Potholing and restoration	\$ <u>at cost</u> / each
Utility Designating Supplies and Equipment (use fee)	\$190 per day
Survey Equipment (use fee)	\$100 per day

SUB TEAM MEMBERS

Firm Name: H.C. Peck & Associates, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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	Overall project management; property analysis/cost estimates; acquisition of property rights; business and residential relocations	265
Sr. Project Manager	Day to day project management; acquisition, relocation	185
Project Manager	Day to day project management; acquisition; relocation	162
Sr. ROW Agent	Acquisition; relocation	151
ROW Agent III	Acquisition; relocation	139
ROW Agent II	Acquisition; acquisition support; relocation	128
ROW Agent I	Acquisition support; relocation	116
Admin/Support Staff	Acquisition and relocation support	110
Title Staff	Title research; title commitments	180

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, and will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub-Consultant: H.C. Peck & 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”) (Courthouse)	\$0.25/ each
Copies (8 1/2 x 14”) (Courthouse)	\$0.25/ each
SKLD document copies	\$6.00/each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page



SUB TEAM MEMBERS

Sub: Innovative Data Acquisitions LLC DBA IDAX Data Solutions

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	Visioning, Project Approach, Quality Control	\$215
IT/Development	Integration, Development, Visualization, Governance	\$200
Operations Manager	Office Operations, Project Management, QC, Contracts, Business Development	\$135
Project Manager	Implementing & Coordinating Projects, Scoping, Scheduling Quality Control, Data Processing	\$100
Field Technician	Field Deployment, Field Collections	\$80

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: Innovative Data Acquisitions LLC DBA IDAX Data Solutions

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>2.00</u> / each
Copies (8 1/2 x 14")	\$ <u>3.00</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>2.00</u> / page

## SUB TEAM MEMBERS

Sub: Michael Baker International

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.
Office Executive/Principal	Manages the office operations. Provides leadership and oversight to the Technical Managers. Assures commitment of office resources. Monitors quality, client satisfaction and resolves issues as needed.	\$320
Department Manager III	Department Management. Provides leadership and oversight of department processes and project management.	\$300
Department Manager II		\$280
Department Manager I		\$260
Technical Manager III	Technical Group Management. Manages department resource assignments and commitments. Assures that qualified staff at the appropriate classification are assigned to tasks.	\$250
Technical Manager II		\$230
Technical Manager I		\$210
Project Manager V	Task management. Technical lead on projects. QA/QC and technical reviews of deliverables. Coordination with project stakeholders. Preparation and review of project documentation and submittals. Main point of contact for clients, projects and tasks.	\$280
Project Manager IV		\$255
Project Manager III		\$230
Project Manager II		\$210
Project Manager I		\$190
Civil Engineer IV	Task technical leads (i.e. general civil, roadway, traffic, drainage, structural). Mid to senior level. Responsible for engineering design and analysis. Oversight of Civil Associates and Designers. Preparation of plans, exhibits, reports, and cost estimates.	\$185
Civil Engineer III		\$170
Civil Engineer II		\$155
Civil Engineer I		\$140
Civil Associate IV	Responsible for engineering design and analysis under the supervision of an Engineer. Entry to junior level. Assist with preparation of plans, exhibits, reports, and cost estimates.	\$134
Civil Associate III		\$126
Civil Associate II		\$118
Civil Associate I		\$110

Technical Specialist V	Responsible for technical analysis, calculations, design, evaluations, and inspections in a specific area of expertise. Performs under supervision of the Project Manager or Engineer.	\$180
Technical Specialist IV		\$154
Technical Specialist III		\$136
Technical Specialist II		\$118
Technical Specialist I		\$110
Designer V	Preparation and conceptual designs, plans, and exhibits. Assist with CAD support and with preparing reports, quantities, and cost estimates under the supervision of an Engineer.	\$170
Designer IV		\$155
Designer III		\$140
Designer II		\$125
Designer I		\$110
GIT Supervisor	GIS database creation, modification, analysis and graphics preparation. Website creation and maintenance.	\$180
GIS Specialist II		\$166
GIS Specialist I		\$152
GIS Associate III		\$138
GIS Associate II		\$124
GIS Associate I		\$110
CADD Manager	Preparation of CAD drawings, maps, and exhibits.	\$170
CADD Technician IV		\$150
CADD Technician III		\$130
CADD Technician II		\$110
CADD Technician I		\$90
Sr. Planner	Task technical planning leads. Responsible for planning level tasks, data collection and analysis, coordination with designers and engineers. Assist with preparation of reports.	\$180
Planner III		\$160
Planner II		\$140
Planner I		\$120
Administrative Support	Administrative tasks and assistance.	\$110
Intern	Assisting with planning, engineering design and CAD tasks.	\$75
Project Control Specialist	Project set-up, tracks and maintains project financials, accounting, maintenance and close-out. Supports Project Managers.	\$130

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: Michael Baker International

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")	\$0.10/ each
Copies (8 1/2 x 14")	\$0.10/ each
Red-line copies	At Cost
Reproducibles	At Cost

## SUB TEAM MEMBERS

Sub: Muller Engineering Company, Inc

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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 Engineer 3	Project principal-in-charge and provides project direction, technical advice and QA/QC oversight.	\$304
Principal Engineer 2	Project principal-in-charge and provides project direction, technical advice and QA/QC oversight.	\$281
Principal Engineer 1	Project principal-in-charge and provides project direction, technical advice and QA/QC oversight.	\$266
Senior Project Manager 9	Plans, designs and directs civil engineering projects, reports and construction schedules as well as directing and supervising other engineer's activities.	\$281
Senior Project Manager/Engineer 8	Plans, designs and directs civil engineering projects, reports and construction schedules as well as directing and supervising other engineer's activities.	\$266
Project Manager/Engineer 7H	Plans, designs and directs civil engineering projects and reports as well as directing technicians to convert designs to working drawings.	\$254
Project Manager/Engineer 7L	Plans, designs and directs civil engineering projects and reports as well as directing technicians to convert designs to working drawings.	\$242
Project Manager/Engineer 6H	Plans, designs and directs civil engineering projects and reports as well as directing technicians to convert designs to working drawings.	\$230
Project Manager/Engineer 6L	Plans, designs and directs civil engineering projects and reports as well as directing technicians to convert designs to working drawings.	\$218
Project Engineer 5H	P.E. working under general supervision, performing a variety of skilled professional engineering work in the office or field.	\$207
Project Engineer 5L	P.E. working under general supervision, performing a variety of skilled professional engineering work in the office or field.	\$192
Project Engineer 4	P.E. working under general supervision, performing a variety of skilled professional engineering work in the office or field.	\$179
Design Engineer 3	Engineer intern providing development-level engineering work using standard techniques and procedures.	\$163
Design Engineer 2	Engineer intern providing development-level engineering work using standard techniques and procedures.	\$147
Design Engineer 1	New graduate engineer intern providing beginning level of engineering work using standard techniques and practices.	\$132
Environmental Planning Manager	Plans and directs multidisciplinary teams for environmental planning projects and applies knowledge of applicable regulatory and policy guidelines.	\$254
Environmental Planner 2	Performs advanced aspects of environmental planning assignments applying knowledge of environmental planning principles and practices.	\$163
Environmental Planner 1	Performs environmental planning assignments applying knowledge of environmental planning principles and practices.	\$132
Administrative Support	Provides a wide variety of administrative and staff support services	\$108
Intern	College student in an engineering discipline who assists with project assignments under the direction of engineering professional.	\$82
Project Coordinator	Provides project-specific support services.	\$123

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: Muller Engineering Company, Inc

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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.
Environmental Specialist / Scientist 1	Supports environmental planning, permitting, and NEPA compliance through field studies, analyses, documentation, and recommendations for projects.	\$132
Environmental Specialist / Scientist 2	Manages environmental projects, conducting field studies, regulatory compliance, and planning while developing solutions and preparing technical reports.	\$147
Construction Manager	Provides technical advice, supervision and coordination of construction related services for civil engineering projects.	\$213
CAD Manager	Manages drawing production for conformance to client & engineering requirements. Provides technical advice, supervision and coordination to operators & designers.	\$197
Senior Designer 3	Develops plans and prepares drawings, design and model requirements from conceptual information through construction documentation.	\$186
Senior Designer 2	Develops plans and prepares drawings, design and model requirements from conceptual information through construction documentation.	\$172
Designer 1	Provides technical engineering support for designing, planning and execution of projects.	\$154
GIS Manager	Manages GIS data support services for civil engineering projects. Provides technical advice, supervision and coordination to analysts & technicians.	\$172
GIS Analyst	Provides GIS data support services for civil engineering projects.	\$154
GIS Technician	Provides GIS data support services for civil engineering projects.	\$132
Technician/CADD Operator 4	Provides drafting and plan reproduction services for engineers during the planning, design and construction of civil engineering projects.	\$143
Technician/CADD Operator 3	Provides drafting and plan reproduction services for engineers during the planning, design and construction of civil engineering projects.	\$132
Technician/CADD Operator 2	Provides drafting and plan reproduction services for engineers during the planning, design and construction of civil engineering projects.	\$118
Technician/CADD Operator 1	Provides drafting and plan reproduction services for engineers during the planning, design and construction of civil engineering projects.	\$108
Graphic Designer	Provides a wide variety of visual media and graphic design project support services.	\$132
Communications Specialist	Provides a wide variety of external communications support services.	\$148
Project Accountant	Directs and is responsible for project accounting, including maintenance of project fiscal records and preparation of invoices.	\$155

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: Muller Engineering Company, 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

\*See pages 1 and 2 for reproduction cost information.



## SUB TEAM MEMBERS

Sub: OV Consulting

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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 Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$235
Senior Project Manager	Project Management, Transportation & Urban Planning, Transportation Engineering	\$210
Project Manager	Project Management, Transportation & Urban Planning, Transportation Engineering	\$190
Senior Engineer	Transportation & Urban Engineering	\$200
Engineer II	Transportation & Urban Engineering	\$175
Engineer I	Transportation & Urban Engineering	\$145
Planning Manager	Transportation & Urban Planning, Management	\$190
Senior Planner	Transportation & Urban Planning	\$160
Planner II	Transportation & Urban Planning	\$140
Planner I	Transportation & Urban Planning	\$125
Planning Analyst	Transportation & Urban Planning Analysis	\$105
Outreach Manager	Communication and Outreach Management	\$185
Senior Outreach Specialist	Communication and Outreach	\$150
Outreach Specialist II	Communication and Outreach	\$135
Outreach Specialist I	Communication and Outreach	\$120
Outreach Analyst	Communication and Outreach	\$95
GIS Analyst	GIS, Data Review	\$105
Graphic Designer	Graphic design, meeting materials, web-based materials	\$105
CAD Technician	CAD Drafting	\$105
Clerical/ Administrative	Word processing & administrative organization	\$85
Data Collection Technician	Collect field data	\$50
Intern	Varying support tasks	\$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 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: OV Consulting

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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>0.30</u> / each
Copies (8 1/2 x 14")	\$ <u>2.00</u> / each
Red-line copies	\$ <u>7.00</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

### SUBCONSULTANT TEAM MEMBER

Subconsultant: 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.

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
Assistant Technical Specialist	Conducts research and field services in support of a technical field.	\$67
Administration	General office duties such as answering phones, preparing correspondence and reports, scheduling and maintaining calendars of appointments, setting up meetings, making travel arrangements, taking meeting minutes, etc. High school graduate with office training and 0–2 years of experience.	\$83
Project Support	General project administration, project support.	\$88
Project Support I	Same as above, but with additional/more complex duties, more experience, and less oversight.	\$93
Project Support II	Same as above, but with at least 2 years of relevant position experience.	\$104
Project Assistant	Data management and administrative support, invoicing; maintain field equipment; administrative contract control.	\$114
Project Assistant I	Task-level implementation related to data management and project support in both the field and office; assists in contract administration including subcontractor management and detailed contract controls.	\$124
Project Controller	Oversee cost management for complex projects, conducting detailed cost analysis, forecasting, and risk assessment. Provides strategic guidance on cost optimization and mitigation strategies and may supervise Cost Managers and Engineers.	\$135
CAD Assistant	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems.	\$93
CAD Assistant I	Same as above, but with at least 1 year of relevant position experience.	\$104
CAD Assistant II	Same as above but handles more complex requests and works more independently.	\$114
CAD Specialist	Responsible for maintaining CAD libraries, engineering documentation management systems and CAD computer network systems. Individual may possess knowledge of 3-D High-Tech Animation for software 3-D Studio Maxx or 3-D Studio VIZ.	\$129
CAD Specialist I	Same as above, but also responsible for supervising junior-level staff.	\$145
CAD Specialist II	Same as above, but with at least 6 years of relevant position experience.	\$160

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
CAD Specialist III	Directs and manages the CAD team and workload. Responsible for overall design delivery, strategies, scope, and timing of deliverables.	\$176
GIS Designer	Utilizes programs such as ESRI ArcGIS to graphically present data or create figures or maps.	\$98
GIS Designer I	Same as above, but with at least 1 year of relevant position experience.	\$109
GIS Designer II	Same as above, but handles more complex requests and works more independently.	\$119
GIS Specialist	Conducts GIS data acquisition, input, conversion, documentation, mapping, and analysis on projects.	\$135
GIS Specialist I	Same as above, but also responsible for supervising junior-level staff configuring and maintaining GIS libraries and computers.	\$150
GIS Specialist II	Same as above, but responsible for more complex mapping requests. Positions needs at least 6 years of relevant position experience.	\$166
GIS Specialist III	Directs and gathers GIS data and prepares complex reporting and analysis. Oversight of technical products related to GIS project management support. Conducts GIS data conversion, documentation, mapping and analysis. Utilizes software such as ESRI ArcGIS, and interprets data for various technical disciplines (e.g., biology, economics, NEPA). Responsible for the technical completeness and competency of all GIS submissions and work performed.	\$181
Assistant Historian/ Archaeology Technician	Conducts research and field services in support of a technical lead.	\$67
Assistant Historian/ Archaeology Technician I	Same as above, but with at least 1 year of relevant position experience.	\$78
Assistant Historian/ Archaeology Technician II	Conducts research to support evaluation and development of recommendations for the significance, effect, and treatment of cultural resources.	\$88
Assistant Historian/Archaeology Technician III	Same as above, but with at least 1 year of relevant position experience.	\$98
Cultural Field Specialist	Unearths archaeological sites, and documents, itemizes, and studies unearthed items. Researches, categorizes, and interprets artifacts, architectural features, and types of structures recovered by excavation in order to determine age and cultural identity.	\$109
Cultural Field Specialist I	Same as above, but with 2 or more years of relevant position experience.	\$119
Cultural Resource Specialist	Implements initial evaluations and recommendations for significance, effect, and treatment of cultural resources, and writes descriptive technical reports.	\$129
Cultural Resource Specialist I	Same as above, but with 2 or more years of relevant position experience.	\$145

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
Cultural Resource Specialist II	Prepares complex reporting and analysis, including oversight of technical products related to historic, archeological, paleontological, Section 106 and Section 4(f) resources. Directs the implementation of initial evaluations and recommendations for significance, effect, and treatment of cultural resources.	\$160
Cultural Resource Specialist III	Same as above, but with 4 or more years of relevant position experience.	\$186
Cultural Resource Specialist IV	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level archaeologists and historians; development of work plans, research designs, and mitigation proposals; adherence to professional standards; and integration of field data into comparative regional perspectives for analytical (evaluative) purposes.	\$212
Regulated Materials Specialist	Completes field services, including air clearances for asbestos/IH abatement or remediation projects, or field oversight for soil remediation projects such as asbestos with soil removal that requires an Air Monitoring Specialist.	\$98
Regulated Materials Specialist I	Completes more complicated tasks than the Regulated Materials Specialist, including small building inspection surveys, contractor oversight, and air clearances; will also complete or manage individual tasks assigned by others, and assemble data for reports.	\$109
Regulated Materials Specialist II	Same as above, but with less oversight and at least 2 years of relevant position experience.	\$119
Industrial Hygienist	Completes field services, including Certified Asbestos Building Inspection surveys, contractor bid development and support, and complicated oversight and air quality clearances.	\$150
Industrial Hygienist I	Conducts industrial hygiene and/or hazardous materials (e.g., asbestos, lead paint, mold) assessments and investigations, asbestos sampling, asbestos in soil evaluations/monitoring, and design. Gathers and correlates data and evaluates information for preparation of technical reports.	\$160
Industrial Hygienist II	Prepares complex reporting and analysis, including oversight of technical products related to regulated materials and industrial hygiene, workplace safety, asbestos, mold and lead. Directs field surveys related to industrial hygiene studies, such as asbestos, lead, mold or other regulated materials. Gathers and correlates data and evaluates information for preparation of technical reports.	\$197
Industrial Hygienist III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level industrial hygienists; development of work plans; complicated designs and mitigation; adherence to regulatory standards; and integration of field data into comprehensive documents.	\$238
Landscape Designer	Assist with site inventory and analysis, design development, construction documents, and written master plan/guideline documents. Develops illustrative graphics (maps, perspectives, sections), 3D modeling, and visualizations.	\$114

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
Landscape Designer I	Conducts site inventory and analysis. Develops illustrative graphics, 3D models, design development, construction documents, and written master plan/guideline documents. Assists with specifications and formal reports.	\$129
Landscape Designer II	Same as above, but with additional/more complex duties, more experience, and less oversight.	\$145
Landscape Architect	Develops project requirements, site investigations, programming requirements development, budget and programming support, analyses, and project execution. Responsible for project management, coordination with design team, client, and public. Directs and oversees site inventory and analysis, design development, construction documents, written master plan/guideline documents, graphics, and 3D modeling. Prepares technical project documents scope, fee, schedule, permitting, and master plan/guidelines. Conducts construction oversight on small projects.	\$155
Landscape Architect I	Same as above, with but with 2+ years of related work experience.	\$171
Landscape Architect II	Same as above, but responsible for project management on larger complex projects, coordination with design team, client, and public.	\$197
Landscape Architect III	Same as above, and responsible for the completeness of work including site inventory and analysis, design development, construction documents, written master plan/guideline documents, graphics, and 3D modeling. Conducts project management and construction oversight on complex projects. Conducts construction oversight on complex projects.	\$228
Assistant Field Technician	Conducts research and field services in support of a technical field.	\$67
Assistant Field Support	Same as above but performs more complex tasks.	\$78
Assistant Field Support I	Same as above but performs responsibilities more independently.	\$88
Assistant Field Support II	Same as above, but with 1 year of relevant field experience.	\$104
Field Specialist	Task-level implementation related to data management and project support in both the field and office	\$114
Field Specialist I	Same as above, but responsible for lower staff members when conducting field work together.	\$119
Field Engineer/Scientist	Conducts routine field surveys to support General Professional levels, as well as compilation of scientific data collection and research.	\$129
Field Engineer/Scientist I	Performs standardized or prescribed assignments involving a sequence of related operations. Conducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.	\$135

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
Field Engineer/ Scientist II	Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. May be assisted by lower-level Technicians. May conduct tests requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.	\$140
Field Engineer/ Scientist III	Same as above, responsible for planning and coordinating field work and equipment.	\$150
Engineer	Conducts the collection and initial interpretation of engineering, and assists with the preparation of figures, exhibits, charts and data tables.	\$160
Engineer I	Conducts data analysis and input, field data gathering, and miscellaneous field services related to environmental engineering, and writes descriptive technical reports.	\$176
Engineer II	Prepares complex reporting and analysis including oversight of technical products related to engineering studies, requirement development and programming, engineering site investigations and evaluation, facility criteria development, facility requirements development, budget and programming support, environmental analyses and program execution.	\$207
Engineer III	Same as above, but with 4-7 years of relevant position experience.	\$259
Engineer IV	Fully competent engineer in all conventional aspects of subject matter or functional area of assignments. Independently performs most assignments with instruction only regarding general expected results.	\$280
Engineer V	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level engineers; performing engineering studies; developing requirements and programming; engineering site investigations and evaluation; facility criteria development; facility requirements development, budget and programming support; and environmental analyses and program execution.	\$295
Scientist	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, scientific data, noise or air measurements.	\$160
Scientist I	Conducts data analysis and input, field data gathering, miscellaneous field services related to NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.	\$176
Scientist II	Same as above, but with 4-7 years of relevant position experience.	\$207
Scientist III	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$259
Scientist IV	Fully competent scientist in all conventional aspects of subject matter or functional area of assignments. Independently performs most assignments with instruction only regarding general expected results.	\$280

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
Scientist V	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$295
Task Manager	Conducts task support to Project Managers or directly manages smaller-scale projects.	\$186
Project Manager	Project management on routine projects. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses, and project execution. Familiar with planning, supervising and overseeing the overall project tasks.	\$207
Project Manager I	Project management on moderately complex projects, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$223
Project Manager II	Project management, including coordination of multi-disciplinary teams, negotiating complex solutions with regulatory agencies and stakeholders, leads public information meetings, and develops and implements complex project strategies.	\$238
Program Manager	Responsible for 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 with the most senior levels of the client organization.	\$254

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**

Subconsultant: 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>\$0.15/ each</u>
Copies (8 1/2 x 14")	<u>\$0.15/ each</u>
Red-line copies	<u>\$0.25/ S.F.</u>
Reproducibles	<u>\$0.25/ page</u>

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Ridgeview Data Collection

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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 management and quality control	\$116
Project Manager	Project Management	\$90
QC/Report Technician	Report preparation, quality control and MS2	\$83
Field Technician	On-site data collection	\$70
Data Analysis Tech	Computer analysis of video and data compilation	\$70

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

REIMBURSABLE EXPENSES

Prime: Ridgeview Data Collection

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")	\$ __ NA __ / each
Copies (8 1/2 x 14")	\$ __ NA __ / each
Red-line copies	\$ __ NA __ / S.F.
Reproducibles	\$ __ NA __ / page

## SUB TEAM MEMBERS

Sub: Stantec Consulting Services 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.
Administrative	Administrative	\$138.00
Jr. Project Manager Asst.	Administrative, internal process setup	\$155.00
Project Manager Asst I	Administrative, contract/invoice preparation	\$171.00
Project Manager Asst II	Administrative, contract/invoice preparation/program tracking	\$190.00
Sr. Project Manager Asst.	Contract review/preparation, program oversight	\$260.00
Jr. CADD Technician	CADD, Preparation of Drawings, Maps, and Photographs	\$123.00
CADD Technician	CADD, Preparation of Drawings, Maps and Photographs	\$150.00
CADD Technician I	CADD, Preparation of Drawings, Maps and Photographs	\$165.00
CADD Technician II	CADD, Preparation of Drawings, Maps and Photographs	\$183.00
Sr. CADD Technician	CADD, Preparation of Drawings, Maps and Photographs, project file setup	\$204.00
Sr. CADD Technician II	CADD, Preparation of Drawings, Maps and Photographs, project file setup, preparation and setup of complex projects	\$210.00
CADD Manager	Resource assignment, CADD standards oversight, preparation and setup of complex projects	\$220.00
3D Modeling/BIM Technician	Digital technology, 3D based model design, virtual design & const., CADD platforms, augmented and virtuals	\$231.00
Sr. CADD Manager	Resource assignment, CADD standards oversight, prep. and setup of complex projects	\$260.00
Digital Practice Lead	Digital technology, 3D based model design, virtual design & const., CADD platforms, augmented and virtual	\$295.00
Technical Writing Professional	Non-engineering, professional studies, and reports	\$138.00
Technical Writing Professional I	Non-engineering, professional studies, and reports	\$155.00
Technical Writing Professional II	Non-engineering, professional studies, and reports	\$183.00
Sr. Technical Writing Professional	Non-engineering, professional studies, and reports	\$210.00
Sr. Technical Editor	Document Preparation, QC, standards, compliance	\$260.00
Engineering Intern I	Design, Preparation of Engineering and Inspection Reports	\$138.00

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: Stantec Consulting Services 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.
Engineering Intern II	Design, Preparation of Engineering, and Inspection Reports	\$155.00
Jr. Designer	Design, Preparation of Engineering, and Inspection Reports	\$155.00
Designer	Design, Preparation of Engineering, and Inspection Reports	\$171.00
Jr. Engineer I - EIT	Design, Preparation of Engineering, and Inspection Reports	\$183.00
Jr. Engineer II - EIT	Design, Preparation of Engineering, and Inspection Reports	\$190.00
Sr. Designer	Design, Preparation of Engineering, and Inspection Reports	\$204.00
Engineer	Design, Preparation of Engineering, and Inspection Reports	\$204.00
Engineer I	Design, Preparation of Engineering, and Inspection Reports	\$210.00
Engineer II	Design, Preparation of Engineering, and Inspection Reports	\$220.00
Sr. Engineer	Design, Preparation of Engineering, and Inspection Reports	\$231.00
Project Manager	Project management, scope and invoice prep., budget mgmt.	\$260.00
QA/QC Engineer I	Oversight of complex project deliverables, QA/QC	\$260.00
Sr. Project Manager	Project manager, scope and invoice prep., budget mgmt., QA/QC	\$295.00
Principal	Resource allocation, contract management	\$295.00
QA/QC Engineer II	Oversight of complex project deliverables, QA/QC	\$307.00
Sr. Principal	Resource allocation, contract management	\$307.00
Technical Advisor	Technical oversight of complex projects, QA/QC	\$313.00
Vice President	Resource allocation, contract and resolution mgmt.	\$313.00
Bridge Technician	Structural Design, preparation of calculation	\$171.00
Design Engineer I	Structural design, preparation of calculation	\$204.00
Design Engineer II	Structural design, preparation of calculation	\$210.00

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: Stantec Consulting Services 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.
Design Engineer III	Complex structural design, prep. of calculation, QA/QC	\$220.00
Structural Engineer	Complex structural design, prep. of calculation, oversight of design	\$231.00
Sr. Structural Engineer	Structural design, prep. of calculation, oversight of complex design, QA/QC	\$260.00
QA/QC Engineer II	Structural design, prep. of calculation, oversight of complex design, QA/QC	\$307.00
Bridge Technician	Inspection, mobilization, assistant inspector, prep. of reports	\$171.00
Team Assistant	Inspection, mobilization, assistant inspector, prep. of reports	\$183.00
Team Assistant II	Inspection, mobilization, assistant inspector, prep. of reports	\$190.00
Jr. Team Leader	Inspection, mobilization, assistant inspector, prep. of reports	\$190.00
Team Leader I	Inspection team leader, prep. of reports	\$204.00
Sr. Bridge Technician	Inspection team leader, prep. of reports	\$210.00
Team Leader II	Inspection, team leader, prep. of in-depth , QA/QC, scope development	\$220.00
Sr. Team Leader	Inspection, team leader, prep. of in-depth , QA/QC, scope development	\$231.00
Sr. Team Leader II	Inspection, team leader, prep. of in-depth , QA/QC, scope development	\$260.00
QA/QC Engineer II	Inspection, team leader, prep. of in-depth , QA/QC, scope development	\$307.00
Jr. Planner	Design, preparation of planning reports	\$171.00
Data Analyst	Analysis of data, preparation of reports	\$190.00
Systems Specialist I	ITS, Transit, Communication systems planning, design, estimating	\$190.00
Urban Planner II	Urban planning, design, preparation of reports	\$204.00
Jr. Financial Planner	Financial planning, forecasting, grant writing	\$210.00
Transportation Planner	Design, preparation of planning reports	\$220.00
Sr. Urban Planner	Urban planning, design, preparation of reports	\$220.00

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## SUB TEAM MEMBERS

Sub: Stantec Consulting Services 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.
Systems Specialist II	ITS, Transit, Communication systems planning, design, estimating	\$220.00
Data Analyst II	Analysis and interpretation of data, travel demand modeling, preparation of reports	\$231.00
Sr. Data Analyst	Process oversight, analysis and interpretation of data, travel demand modeling, preparation of reports	\$260.00
Financial Planner	Financial planning, forecasting, grant writing	\$260.00
Sr. Planner	Scope and project management, technical oversight, QC	\$307.00
Sr. Traffic Engineer	Scope and project management, technical oversight, QC	\$307.00
Sr. Systems Specialist	ITS, Transit, Communication systems planning, design, estimating	\$307.00
Sr. Financial Planner	Financial planning, forecasting, grant writing	\$307.00
ITS Director	ITS, Transit, Communication systems director	\$313.00
Landscape Architect Intern	Urban design and landscape architecture support	\$171.00
Urban Design Intern	Urban design and landscape architecture support	\$171.00
Lighting Design Intern	Lighting design support	\$171.00
Landscape Architect I	Landscape architecture services	\$190.00
Urban Designer I	Urban design services	\$190.00
Lighting Designer I	Lighting design services	\$190.00
Landscape Architect II	Landscape architecture services	\$210.00
Urban Designer II	Urban design services	\$210.00
Lighting Designer II	Lighting design services	\$210.00
Sr. Landscape Architect	Lead Landscape architecture services	\$231.00
Sr. Urban Designer	Lead Urban design services	\$231.00
Sr. Lighting Designer	Lead Lighting design services	\$231.00

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**SUB TEAM MEMBERS**

Sub: Stantec Consulting Services 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.
Sr. Sustainability Designer	Lead sustainability planning and design services	\$231.00
Landscape Architect Advisor	Landscape architecture advisory services	\$295.00
Urban Design Advisor	Urban design advisory services	\$295.00
Lighting Design Advisor	Lighting design advisory services	\$295.00
Sustainability Advisor	Sustainable planning and design advisory services	\$295.00
Jr. Maintenance & Operations Technician	Operations phasing, estimating, utility coordination	\$165.00
Jr. Construction Inspector	On-site construction inspection, preparation of reports	\$171.00
Jr. Construction Inspector I	On-site construction inspection, preparation of reports	\$190.00
Construction Inspector/Engineer I	On-site construction inspection, preparation of reports	\$210.00
Construction Inspector/Engineer II	On-site construction inspection, preparation of reports	\$220.00
Maintenance & Operations Technician	Operations phasing, estimating, utility coordination	\$231.00
Sr. Construction Inspector/Engineer	On-site construction inspection and management, preparation of reports, QA/QC	\$260.00
Sr. Maintenance & Operations Technician	Operations phasing, estimating, utility coordination	\$260.00
Construction Management I	Oversight of construction management staffing, resource allocation, QA/QC, contract review/mediation	\$307.00
GIS Technician	GIS Services	\$155.00
Environmental Technician	Environmental science, field services, engineering report preparation	\$165.00
Jr. Environmental Scientist	Environmental science, field services, engineering report preparation	\$183.00
GIS Analyst	GIS Services	\$190.00
Environmental Scientist	Environmental science, field services, engineering report preparation	\$204.00
GIS Analyst/Programmer	GIS services oversight, QA/QC	\$210.00
Environmental Scientist II	Environmental science, field services, engineering report preparation	\$220.00

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SUB TEAM MEMBERS

Sub: Stantec Consulting Services 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.
GIS Analyst/Programmer	GIS services oversight, QA/QC	\$210.00
Environmental Scientist II	Environmental science, field services, engineering report preparation	\$220.00
Sr. Environmental Scientist	Environmental science, field services, engineering report preparation	\$231.00
Sr. GIS Analyst/Programmer	GIS services oversight, QA/QC	\$231.00
Principal Engineer/Scientist	Environmental science, engineering report quality control, project management	\$260.00
Managing Engineer/Scientist	Environmental science, engineering report quality control, project/contract management	\$295.00
Sr. Engineer II	Design, preparation of engineering and inspection reports	\$260.00

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REIMBURSABLE EXPENSES

Sub:     Stantec Consulting Services 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</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: Wilson & Company, Inc., Engineers & Architects

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/Technical Specialist XXV	Principal III	\$300.00
Engineer/Technical Specialist XXIV	Principal II	\$290.00
Engineer/Technical Specialist XXIII	Principal I, Proj Manager V, Constr Manager II	\$280.00
Engineer/Technical Specialist XXII	Proj Manager IV	\$270.00
Engineer/Technical Specialist XXI	Proj Manager III, Sr Engineer III, Environmental Lead III	\$260.00
Engineer/Technical Specialist XX	Proj Manager II, Sr Engineer III	\$250.00
Engineer/Technical Specialist XIX	Proj Manager I, Sr Professional, Sr Engineer III, Environmental Lead II	\$240.00
Engineer/Technical Specialist XVIII	Proj Manager II, Sr Engineer II, Sr Engineer III, Constr Manager I, Survey	\$230.00
Engineer/Technical Specialist XVII	Proj Manager I, Sr Engineer II, Constr Manager, Architect III	\$220.00
Engineer/Technical Specialist XVI	Sr Engineer II, Proj Manager I	\$210.00
Engineer/Technical Specialist XV	Proj Manager I, Sr Engineer I, Prof Surveyor II	\$200.00
Engineer/Technical Specialist XIV	Sr Engineer I, Engineer III, Constr Manager, Prof Surveyor III	\$190.00
Engineer/Technical Specialist XIII	Sr Engineer I, Engineer III, Architect II	\$180.00
Engineer/Technical Specialist XII	Prof Surveyor II, Sr Engineer I, Engineer III	\$170.00
Engineer/Technical Specialist XI	Engineer II, Prof Surveyor II	\$160.00
Engineer/Technical Specialist X	Engineer II, Sr Graphics Designer, Proj Accounting	\$150.00
Engineer/Technical Specialist IX	Biologist, Engineer I, Engineer II, Proj Accounting, Drafting/Design Tech III	\$140.00
Engineer/Technical Specialist VIII	Hazardous Materials Specialist, Engineer I, Architect, Drafting/Design Tech III	\$130.00
Engineer/Technical Specialist VII	Engineer I, Jr Engineer III, Drafting/Design Tech II, Party Chief III	\$120.00
Engineer/Technical Specialist V	Jr Engineer III, Constr Observer II, Party Chief III, Proj Accounting	\$100.00
Engineer/Technical Specialist IV	Jr Engineer II, Constr Observer I, Party Chief II, NEPA	\$90.00

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: Wilson & Company, Inc., Engineers & Architects

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/Technical Specialist III	Jr Engineer I, Party Chief I, Constr Observer I, Social Media Specialist, Admin	\$80.00
Engineer/Technical Specialist II	Jr Engineer I	\$70.00
Engineer/Technical Specialist I	Jr Engineer I	\$60.00

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: Wilson & Company, Inc., Engineers & Architects

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>
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Reproducibles	\$ <u>At Cost</u> / page

# **Exhibit C**

## **Task Order Form**



## On-Call Professional Services Task Order

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO:      / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

Upon this task order being signed by the approving parties, the following described task order shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order, as described below and within the attached signed proposal, in accordance with the requirements for similar work covered by the Contract:

ADD BRIEF SCOPE HERE

<p><b><u>TASK ORDER 0 SUMMARY</u></b>                  This Task Order (Do Not Exceed):                  Task Order Duration:              Calendar Days from NTP                  Scope Includes M/W/S/D/EBE Participation: No</p> <hr/> <p><b><u>MASTER ON-CALL CATEGORY SUMMARY</u></b></p> <p><b>TASK ORDER TYPE:</b> _____  <b>TASK ORDER CATEGORY (if applicable):</b> N/A</p> <p>On-Call Contract Expiration Date:                  M/W/S/D/EBE On-Call Participation Commitment:</p> <table style="width: 100%;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td><b>Total of All Task Orders &amp; Changes Issued:</b></td> <td style="text-align: right;"><b>\$ 0.00</b></td> </tr> </table> <table style="width: 100%;"> <tr> <td>Maximum On-Call Category Capacity:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Remaining On-Call Category Capacity:</b></td> <td style="text-align: right;"><b>\$ 0.00</b></td> </tr> </table> <hr/> <p><i>(for category-based contracts)</i></p> <table style="width: 100%;"> <tr> <td>Maximum On-Call Contract Capacity:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td><b>Remaining On-Call Contract Capacity:</b></td> <td style="text-align: right;"><b>\$</b></td> </tr> </table>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	<b>Total of All Task Orders &amp; Changes Issued:</b>	<b>\$ 0.00</b>	Maximum On-Call Category Capacity:	\$0.00	<b>Remaining On-Call Category Capacity:</b>	<b>\$ 0.00</b>	Maximum On-Call Contract Capacity:	\$	<b>Remaining On-Call Contract Capacity:</b>	<b>\$</b>	<table style="width: 100%;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Deputy City Engineer</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Director (PDA)</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Using Agency(s) – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Group Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Project Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by On-Call Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Total of All Task Orders Issued:	\$0.00																												
Total Task Additions/Deductions (all changes):																													
This Task Order:	<u>0</u>																												
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Approved by Project Manager	Date																												
Approved by On-Call Manager	Date																												

**NOTE: No person shall authorize or perform any of the above work until the task order has all signatures and an NTP has been issued.**

Distribution: [dsbo@denvergov.org](mailto:dsbo@denvergov.org), project manager name, contract manager name

## **Exhibit D**

### **Task Order Change Form**





## On-Call Professional Services Task Order Change Request #

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

It is mutually agreed that when this task order change has been signed by the approving parties, the following described changes shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order change, as described below and within the attached signed proposal change, in accordance with the requirements for similar work covered by the Contract:

Add Scope

<p><b><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></b></p> <p>Original Task Order: \$0.00</p> <p>Original Task Order Duration: Calendar Days</p> <p>Original Task Order Completion Date:</p> <p>Scope Includes M/W/S/D/EBE Participation: No</p> <p>Previous Task Order Additions/Deductions: \$0.00</p> <p><b>This Task Order Change (+/-):</b></p> <p><b>New Task Order Total (Do Not Exceed): \$ 0.00</b></p> <p>Adjust the Task Order Completion By: Calendar Days</p> <p><b>New Task Order Completion Date:</b></p> <p><b>TASK ORDER CATEGORY (if applicable):</b></p> <p>Category Task Order Amount:</p> <p>Remaining Category Task Order Amount:</p> <p>MWBE On-Call Participation Commitment:</p> <hr/> <p><b><u>MASTER ON-CALL CONTRACT SUMMARY</u></b></p> <p>On-Call Contract Expiration Date:</p> <p>M/W/S/D/EBE On-Call Participation Commitment: 0</p> <p>Total of All Task Orders Issued:</p> <p>Total Task Additions/Deductions (All Changes):</p> <p>This Task Order Change: \$ 0.00</p> <p><b>Total of All Task Orders and Changes Issued: \$ 0.00</b></p> <p>Maximum On-Call Contract Capacity:</p> <p><b>Remaining On-Call Contract Capacity: \$ 0.00</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Deputy City Engineer</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Director (PDA)</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Using Agency(s) – If Applicable</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Group Manager</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Project Manager</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by On-Call Manager</td> <td style="width: 100px; vertical-align: bottom;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Approved by Deputy City Engineer	Date												
Approved by Director (PDA)	Date												
Approved by Using Agency(s) – If Applicable	Date												
Approved by Group Manager	Date												
Approved by Project Manager	Date												
Approved by On-Call Manager	Date												

**NOTE: No person shall authorize or perform any of the above task changes until this task order change form has all signatures.**

Distribution: [dsbo@denvergov.org](mailto:dsbo@denvergov.org), project manager name@denvergov.org, on-call contract manager name@denvergov.org

## **Exhibit E**

### **ACORD Certificate of Insurance**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/30/2025

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).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>8000 Norman Center DR Ste. 400</b> <b>Bloomington, MN 55437</b>	<b>CONTACT NAME:</b> Andrea Rose <b>PHONE (A/C, No, Ext):</b> 952-248-4773 <b>FAX (A/C, No):</b> 952-945-9477 <b>E-MAIL ADDRESS:</b> andrea.rose@usi.com <table border="1"> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1576 451">NAIC #</th> </tr> <tr> <td data-bbox="803 451 1437 483"><b>INSURER A :</b> Hartford Casualty Insurance Company</td> <td data-bbox="1437 451 1576 483"><b>29424</b></td> </tr> <tr> <td data-bbox="803 483 1437 514"><b>INSURER B :</b> Hartford - WC Multiple Issuing Cos</td> <td data-bbox="1437 483 1576 514"><b>00914</b></td> </tr> <tr> <td data-bbox="803 514 1437 546"><b>INSURER C :</b> Travelers Casualty &amp; Surety Co. of Amer</td> <td data-bbox="1437 514 1576 546"><b>31194</b></td> </tr> <tr> <td data-bbox="803 546 1437 577"><b>INSURER D :</b></td> <td data-bbox="1437 546 1576 577"></td> </tr> <tr> <td data-bbox="803 577 1437 609"><b>INSURER E :</b></td> <td data-bbox="1437 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638"><b>INSURER F :</b></td> <td data-bbox="1437 609 1576 638"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Hartford Casualty Insurance Company	<b>29424</b>	<b>INSURER B :</b> Hartford - WC Multiple Issuing Cos	<b>00914</b>	<b>INSURER C :</b> Travelers Casualty & Surety Co. of Amer	<b>31194</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> <b>Fox Tuttle Transportation Group LLC</b> <b>1580 Logan Street, Suite 600 - PMB 0604</b> <b>Denver, CO 80203</b>															

**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
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>34SBWPE8709</b>	<b>10/10/2025</b>	<b>10/10/2026</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>34SBWPE8709</b>	<b>10/10/2025</b>	<b>10/10/2026</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10,000</b>		<b>X</b>	<b>34SBWPE8709</b>	<b>10/10/2025</b>	<b>10/10/2026</b>	EACH OCCURRENCE <b>\$3,000,000</b> AGGREGATE <b>\$3,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	<b>34WEGRE5170</b>	<b>10/10/2025</b>	<b>10/10/2026</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>C</b>	<b>Professional Liab</b> <b>Incl. Pollution</b> <b>Claims Made</b>			<b>105354784</b>	<b>10/10/2025</b>	<b>10/10/2026</b>	Each claim: <b>\$2,000,000</b> Aggregate: <b>\$2,000,000</b> Ded.: <b>\$15,000/\$45,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds on General Liability and Auto liability policies. Waiver of Subrogation applies to General Liability, Auto liability, Umbrella Liability and Workers Compensation policies. 30 Days' Notice of Cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver  
 201 W. Colfax Avenue, Dept. 601  
 Denver, CO 80202

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

