

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 **TRIUNITY, INC.**, a Colorado corporation, with an address of 1875 Lawrence Street, Suite 1100, Denver, CO 80202 (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:

CATEGORY DESCRIPTION	MWBE COMMITMENT %
Category 9 Utility Engineering	18%
Category 13 Project/Program Management	24%

- (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 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 reproducibles, 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 **FIVE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$5,800,000.00)**. 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:

Exhibit A	Scope of Work
Exhibit B	Key Personnel and Rates
Exhibit C	Task Order Form
Exhibit D	Task Order Change Form
Exhibit E	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

To the Design Consultant:

Triunity, Inc.
1875 Lawrence Street, Suite 1100
Denver, Colorado 80202

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.

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Contract Control Number: DOTI-202580819-00
Contractor Name: Triunity, Inc.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number: DOTI-202580819-00
Contractor Name: Triunity, Inc.

By: 
Signed by:
Matt Olley
C71401D5C37A41E...

Name: Matt Olley
(please print)

Title: Colorado Area Lead
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Scope of Work

Category 9 - Utility Engineering

Short Description:

Coordination, design, and subsurface utility engineering for utilities.

Definition:

Work in this category may include the coordination, design, and construction oversight of utilities. The work will also include subsurface utility engineering (SUE) in accordance with Colorado Senate Bill 18-167. Tasks may be standalone or in support of larger projects or programs.

Primary Scope Elements:

- Coordinate the relocation of utilities in accordance with the attached scope of Services (**Attachment 7**) to be coordinated by the Utility Coordinator
- Complete a Subsurface Utility Engineering (SUE) Investigation according to the attached scope (**Attachment 6**) of Services to be Provided by the SUE Engineer
- Plan, specification and cost estimate preparation

Secondary Scope Elements:

- General requirements required in the contract
- Conduct or coordinate the collection of appropriate survey data
- Railroad coordination
- Permitting
- Generate relocation quantities and cost estimates
- Geotechnical
- Survey
- Additional tasks as required

Skills and Requirements:

- Utility coordination or SUE experience
- Technical writing
- Ability to create 3D models to assist in the resolution of utility conflicts
- Ability to generate signed and sealed plans for existing and proposed utilities
- Access to equipment to complete field data collection
- Digital files must be submitted to City in City format

Category 13 - Program and Project Management

Short Description:

Development and implementation of project and program management best practices, procedures, tools, and techniques.

Definition:

Work in this category will include provision of professional services related to the development and implementation of industry best practices, procedures, tools, and techniques related to the programmatic delivery of capital infrastructure projects. Work may also include providing project management services in the form of staff augmentation and/or specialty support services. Qualified firms must be able to provide program management, project management through all phases of a project lifecycle, and construction management.

Primary Scope Elements:

- Program Management
 - Provide strategic planning and guidance and/or analysis to support strategic planning efforts

- Provide support throughout Program Lifecycle (From Set-Up through Transition and Sustainment of Benefits and Closure) following DOTI Program Management standards.
 - Facilitate standup and implementation of program governance
 - Develop program escalation protocol with Governance
 - Monitor and report on program goals, objectives, and KPIs to Stakeholders and Governance at an agreed upon cadence, while remaining within scope, schedule, and budget
 - Track and communicate program goals, objectives, and key performance indicators
 - Coordinate program communications
 - Oversee program resources to ensure staffing to meet evolving City needs
 - Maintain lessons learned repository and archive during Program Closure
 - Support and monitor project delivery strategies and overall project management
- Portfolio Coordination – general project oversight and coordination with City staff regarding projects in development, design, and construction
 - Support development and upkeep of project management plans and risk registers
 - Support project leadership team meetings and content development
 - Facilitate project closeout team meetings and content development
 - Project tracking across project lifecycle
 - Risk management support (identification, analysis, response planning, and monitoring)
 - Gap Analysis and resource allocation support
- Controls/Technology/Communications – management of scope, schedule, budget, and risk including change management, including development of new technology solutions
 - Controls – Prepare monthly and quarterly reports, oversee budget, cost and schedule data, coordinate program and project funding
 - Technology – develop, improve, update, and maintain tracking tools for program and project level decision making, including Excel and PowerBI
 - Communications – facilitation of written, verbal, and electronic communication to support city goal of increasing program awareness
- Project Management
 - Provide staff augmentation with potential needs including:
 - Design and preconstruction services
 - Construction management, inspection, and materials testing
 - Utility, railroad, RTD and other external agency coordination
 - Communications support
 - Assist in the preparation of procurement documents, including requests for qualifications, requests for proposals, boilerplate contract specifications and other contract documents as requested by the City to support procurement activities related to Project and Program implementation. Provide contract compliance and administration
 - Professionally facilitated workshops for organizational development
 - Current state and “path forward” alternatives analysis
 - Strategy development
 - Implementation recommendations
 - Performing a “gap analysis” with a report and recommendations on how to bridge resource shortfalls
 - Providing highly specialized staff to augment program delivery with roles in:
 - Scheduling
 - Cost estimating
 - Contracting and procurement
 - Establishment of program document management procedures and systems
 - Integration of Institute for Sustainable Infrastructure ENVISION Rating System credits and sustainability requirements and support project award achievement verification
 - Construction Management and oversight (including construction administration and inspection services)

Secondary Scope Elements:

- General requirements required in the contract
- Additional tasks as required

Skills and Requirements:

- Program management experience that includes demonstrated experience as the prime program management consultant on municipal government-led, integrated capital improvement programs
- Project management experience including the initiation, planning, execution, monitoring, controlling and closeout of programs using industry best practices
- Primavera P6 for development and maintenance of cost and resource-loaded schedules
- Ability to perform independent cost estimates in accordance with AACE International Recommended Practice
- Ability to establish SharePoint sites and optimization of file structures
- Experience in management of design and construction management consultants and alternative delivery contracts (CMGC and design/build) as well as experience in serving as an owner's advisor
- Experience in performing program audits and gap analysis and facilitation of workshops and training session
- Project management capabilities including cost, schedule, and stakeholder management in a matrix- style management structure with coordination across multiple functional groups
- Experience with industry technology such as Enterprise Asset Management/Computerized Maintenance Management Systems, Design & Construction Management software (ProCore, PM4+, BlueBeam, BIM, etc.), Program Management programs (Cascade, etc.), and Project Management software (MS Project, Primavera P6, etc.).

Exhibit B

Key Personnel/Rates

CATEGORY 9
LIST OF KEY PERSONNEL

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Civil Engineer 3	Kurt Snitker, PE
Assistant Project Manager	Jennifer Myler
Utility Coordinator 4	Ryan Stroh
Project Engineer Senior	Jennifer Nielson, PE, PMP, DBIA
Project Engineer Senior	Steve Ficker
Utility Coordinator 2	Rowayne Schatz, PE
Construction Manager 2	Michael Kuyper, PE, PMP

CATEGORY 13
LIST OF KEY PERSONNEL

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Construction Manager Lead	Gary Atchison
Assistant Project Manager	Jennifer Myler
Project Manager Senior	Stephan Verberne, PE
Project Manager Senior	Sean VonFeldt, PMP
Project Controls 2	Dale Kochevar, PE
Project Manager 2	Jeff Meyer, PE
Project Engineer 2	Nicholas D'Apolito

PRIME TEAM MEMBER

Prime: Triunity, Inc.

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

Title/Classification	Responsibilities	Rate/Hr
Executive Administration Support	Executive Administration and Clerical Support	\$130.00
Administration Support	Administration and Clerical Support	\$90.00
Civil Engineer Lead	Civil design	\$300.00
Civil Engineer 3	Civil design	\$260.00
Civil Engineer 2	Civil design	\$225.00
Civil Engineer 1	Civil design	\$190.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$160.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$140.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$120.00
Construction Manager Lead	Construction Management	\$310.00
Construction Manager 2	Construction Management	\$275.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$240.00
Construction Safety	Construction Field Safety	\$270.00
Document Control Specialist 3	Document Control Specialist	\$250.00
Document Control Specialist 2	Document Control Specialist	\$210.00
Document Control Specialist 1	Document Control Specialist	\$170.00
Document Control Support	Document Control Support	\$120.00
Drafter 4	CAD & Drafting	\$195.00
Drafter 3	CAD & Drafting	\$165.00
Drafter 2	CAD & Drafting	\$135.00
Drafter 1	CAD & Drafting	\$105.00
Electrical Engineer 4	Electrical and Systems Engineering	\$305.00

Electrical Engineer 3	Electrical and Systems Engineering	\$265.00
Electrical Engineer 2	Electrical and Systems Engineering	\$225.00
Electrical Engineer 1	Electrical and Systems Engineering	\$195.00
Electrical Inspector 3	Electrical Field Inspections	\$160.00
Electrical Inspector 2	Electrical Field Inspections	\$140.00
Electrical Inspector 1	Electrical Field Inspections	\$120.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$330.00
ITS/Traffic Engineer 5	Traffic and ITS Design and Analysis	\$295.00
ITS/Traffic Engineer 4	Traffic and ITS Design and Analysis	\$255.00
ITS/Traffic Engineer 3	Traffic and ITS Design and Analysis	\$220.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$190.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$155.00
ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$135.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$350.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$295.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$250.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$210.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$165.00
Chief Estimator	Estimating	\$340.00
Estimator 4	Estimating	\$300.00
Estimator 3	Estimating	\$265.00
Estimator 2	Estimating	\$230.00
Estimator 1	Estimating	\$200.00
Project Manager Senior	Project Management Functions	\$350.00
Project Manager 3	Project Management Functions	\$300.00
Project Manager 2	Project Management Functions	\$250.00
Project Manager 1	Project Management Functions	\$210.00
Assistant Project Manager	Project Management Functions	\$165.00

Utility Coordinator Lead	Utility Coordination	\$230.00
Utility Coordinator 4	Utility Coordination	\$205.00
Utility Coordinator 3	Utility Coordination	\$185.00
Utility Coordinator 2	Utility Coordination	\$165.00
Utility Coordinator 1	Utility Coordination	\$150.00
Project Engineer Senior	Project Engineering Functions	\$220.00
Project Engineer 4	Project Engineering Functions	\$205.00
Project Engineer 3	Project Engineering Functions	\$190.00
Project Engineer 2	Project Engineering Functions	\$175.00
Project Engineer 1	Project Engineering Functions	\$155.00
EIT 3	Entry Level Engineering Functions	\$150.00
EIT 2	Entry Level Engineering Functions	\$140.00
EIT 1	Entry Level Engineering Functions	\$125.00
Principal	Program Management Support and Oversight	\$420.00

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

Prime: Triunity, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <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-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 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

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

SUB TEAM MEMBERS

Sub: Axiom Consulting and Project Management LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Commercial & Strategy Advisor	Governance, Project/Alternate Delivery, Contracting & Procurement	\$310
Alternative Delivery SME	Strategy Development & Implementation, Governance, Project/Alternate Delivery, Contracting & Procurement, Stakeholder Management	\$240
Construction Manager/Quality Oversight	Construction Management/Oversight	\$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 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: Axiom Consulting and Project Management LLC

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Canyon Engineering Group, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Responsible for a segment, discipline, business unit, geographic region, or project type	\$190
Project Manager III	Has on-site responsibility for day-to-day operations of a firm office separate from the main office	\$167
Project Manager II	Has on-site responsibility for day-to-day operations of a firm office separate from the main office	\$157
Project Manager I	Has on-site responsibility for day-to-day operations of a firm office separate from the main office	\$147
Project Engineer III	PE with major responsibility for technical performance on medium/large projects	\$144
Project Engineer II	PE with responsibility for technical performance on small/medium projects	\$136
Project Engineer I	Professional engineer (PE) working under general supervision	\$128
Design Engineer III	May coordinate work of technicians	\$126
Design Engineer II	Performs continuing development-level engineering work	\$116
Design Engineer I	Entry-level/new graduate	\$106
Construction Manager III	Responsible for largest projects	\$142
Construction Manager II	Responsible for larger projects	\$132
Construction Manager I	Liaison between field staff and project manager	\$122
Construction Inspector III	Inspects difficult/complex phases of construction	\$112
Construction Inspector II	Observes and inspects construction, reports to PM or CM	\$102
Construction Inspector I	Observes and inspects construction	\$92
Administration	In Office Coordination, Invoicing, etc.	\$75

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: Canyon Engineering Group, LLC

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: 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")	\$ ____ .25 ____ / each
Copies (8 1/2 x 14")	\$ ____ .25 ____ / each
Red-line copies	\$ ____ / S.F.
Reproducibles	\$ ____ .25 ____ / page

SUB TEAM MEMBERS

Sub: David Evans and Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Vice President	Executive oversight; quality assurance; technical advisor	\$365
Project Director	Project oversight; quality assurance; technical advisor	\$345
Principal Engineer II	Quality control; technical advisor; project/task management	\$330
Principal Engineer	Quality control; technical advisor; project/task management	\$315
Sr Project Manager III	Quality control; technical advisor; project/task management	\$302
Sr Project Manager II	Quality control; technical advisor; project/task management	\$287
Senior Project Manager	Quality control; technical advisor; project/task management	\$272
Engineering Task Mgr	Quality control; technical advisor; project/task management	\$255
Project Manager II	Quality control; technical advisor; project/task management	\$239
Project Manager	Quality control; technical advisor; project/task management	\$228
Senior Project Engineer	Design, drawings, studies, specs, estimates, reports	\$218
Senior Designer	Design, drawings, studies, specs, estimates, reports	\$208
Engineering Task Leader	Design, drawings, studies, specs, estimates, reports	\$203
Senior Engineer	Design, drawings, studies, specs, estimates, reports	\$195
Engineering Scientist	Design, studies, specs, estimates, reports	\$188
Project Engineer	Design, drawings, studies, specs, estimates, reports	\$182
CADD Manager	CADD, preparation of drawings, maps	\$180
Engineer III	Design, drawings, studies, specs, estimates, reports	\$172
Engineer II	Design, drawings, studies, specs, estimates, reports	\$166
Engineer I	Design, drawings, studies, specs, estimates, reports	\$156
CADD Specialist	CADD, preparation of drawings, maps, models	\$152

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: David Evans and Associates, Inc. (cont.)

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.
Jr Engineer III	Design, drawings, studies, reports, quantities	\$148
Jr Engineer II	Design, drawings, studies, reports, quantities	\$137
Designer	Design, drawings, studies, reports, quantities	\$135
Jr Engineer	Design, drawings, studies, reports, quantities	\$125
Engineering Technician	Design, drawings, studies, reports, quantities	\$120
CADD Technician II	CADD, maps, drawings, models	\$117
Jr Eng Technician II	Design, drawings, CADD	\$112
CADD Technician	CADD, maps	\$110
Jr Eng Technician	Design, CADD	\$104
Jr CADD Technician	CADD, maps	\$104
Planning Principal	Project/task mgmt; technical advisor; quality assurance	\$302
Managing Planner II	Project/task mgmt; technical advisor; quality assurance	\$286
Managing Planner	Project/task mgmt; technical advisor; quality assurance	\$270
Planning Project Mgr II	Project/task mgmt; technical advisor; quality control	\$255
Planning Project Mgr	Project/task mgmt; technical advisor; quality control	\$235
Planning Task Leader	Project/task mgmt; technical advisor; quality control	\$225
Sr Landscape Architect	Project/task mgmt; technical advisor; quality control	\$215
Sr. Env Planner	Project/task mgmt; technical advisor; quality control	\$210
Sr Transp Planner	Project/task mgmt; technical advisor; quality control	\$203
Planner IV	Transp./multimodal planning; document writing	\$193
Planner III	Transp./multimodal planning; document writing	\$185

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SUB TEAM MEMBERS

Sub: David Evans and Associates, Inc. (cont.)

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.
Planner II	Transp./multimodal planning; document writing	\$177
Planner	Transp./multimodal planning; document writing	\$167
Environmental Planner	NEPA planning; document writing	\$162
Transportation Planner I	Transp./multimodal planning; document writing	\$162
Landscape Arch II	Landscape design	\$156
Junior Planner II	Transp./multimodal planning; document writing	\$125
Junior Planner I	Transp./multimodal planning; document writing	\$120
Landscape Designer	Landscape design	\$115
Senior GIS Specialist	GIS analysis; macros; document layout	\$173
GIS Specialist II	GIS databases; design/update maps; work with metadata	\$156
GIS Specialist	GIS databases; design/update maps; work with metadata	\$136
Jr GIS Specialist	GIS databases; design/update maps; work with metadata	\$115
Survey Manager II	Project/task mgmt; technical advisor; quality control	\$250
Survey Manager	Project/task mgmt; technical advisor; quality control	\$235
Principal Surveyor	Project/task mgmt; technical advisor; quality control	\$220
Senior Project Surveyor	Project/task mgmt; technical advisor; quality control	\$210
Project Surveyor II	Drafting, calculations, property descriptions	198
Project Surveyor	Drafting, calculations, property descriptions	\$182
Sr Survey Technician	Drafting	\$166
GPS Surveyor	Survey field work	\$146
Survey Tech II	Survey field work	\$141

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SUB TEAM MEMBERS

Sub: David Evans and Associates, Inc. (cont.)

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.
Survey Tech/Draftsman	Drafting	\$130
Jr Survey Tech II	Drafting, field work	\$120
Jr Survey Tech	Drafting, field work	\$110
Sr Project Administrator	Deliverables; project coordination; accounting	\$152
Project Accountant	Project accounting & coordination	\$146
Project Coordinator II	Project accounting & coordination	\$136
Project Coordinator	Project accounting & coordination	\$130
Sr Admin Assistant	Administrative support	\$125
Admin Assistant	Administrative support	\$120
Clerical	Administrative support	\$100
Sr Graphics Specialist	Graphic design for project deliverables	\$167
Graphics Specialist II	Graphic design for project deliverables	\$146
Graphics Specialist	Graphic design for project deliverables	\$125
Const. Project Engineer II	Construction oversight; documentation; project management	\$210
Const. Project Engineer I	Construction oversight; documentation; project management	\$198
Const. Inspector III	Construction documentation; field inspection	\$177
Const. Inspector II	Construction documentation; field inspection	\$150
Const. Inspector I	Construction documentation; field inspection	\$136
Jr. Const. Inspector III	Field inspection	\$130
Jr. Const. Inspector II	Field inspection	\$115
Jr. Const. Inspector I	Field inspection	\$105

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REIMBURSABLE EXPENSESSub: David Evans and Associates, Inc. (cont.)

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Emprise Concepts

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/Eng. Manager	Contract Mgmt, Invoicing, Staffing, Project Management	\$235.00
Senior Professional Engineer	Project Mgr/ Project Engineer/ Asst Project Engineer	\$220.00
Lead Professional Engineer	Project Engineer/ Asst Project Engineer	\$195.00
Professional Engineer	Proje Mgr/ Project Engineer/ Asst Project Engineer	\$170.00
Senior Inspector	Project Inspection and Documentation	\$145.00
Lead Inspector	Project Inspection and Documentation	\$130.00
Inspector	Project Inspection	\$105.00
Junior Inspector	Project Inspection	\$105.00
Administrative Professional	Contracts, Invoicing	\$100.00

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REIMBURSABLE EXPENSES

Sub: Emprise Concepts

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

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Copies (8 1/2 x 11")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: Eugene Lynne, LLC _____

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

Title/Classification	Responsibilities	Rate/Hr.
Contract Manager	Oversee contract administration, scheduling	\$210
Principal	Project lead, design concepts, project oversight	\$195
Project Manager	Oversee project design, coordination, schedule and budget	\$190
Professional Engineer	Drainage and water quality design and production	\$185
Sr. Professional Land Surveyor	Direct Professional Land Surveyor and field staff. Produce design survey deliverables.	\$180
Professional Land Surveyor	Direct field staff and produce design survey deliverables.	\$175
Engineering Technician	Draft plans, compile reports, develop calculations.	\$160
Survey Technician II	Direct Survey Technician I, perform field and office survey tasks as directed.	\$145
Survey Technician I	Perform field and office survey tasks as directed.	\$125
Engineering Technician	Draft plans, compile reports, develop calculations.	\$115
Cad Technician	Perform drafting for design deliverables.	\$90
One-Person Field Crew	Data collection in field (one person)	\$175
Two-Person Field Crew	Data collection in field (two person)	\$215

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REIMBURSABLE EXPENSES

Sub: Eugene Lynne, LLC _____

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Exodigo, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Executive	Executive Leadership	\$740.96
Senior Advisor	Senior Advisor	\$519.24
Engineering	Senior Engineering Lead	\$520.01
Field Operation	Senior Field Operator	\$350.84
Field Operation	Junior Field Operator	\$141.19
Field Operation	Project Manager	\$397.47
Field Operation	Other - Product expert & Logistics and Utility Coordinator	\$295.22
Commercial Lead & CS	Sales	\$575.25
Commercial Lead & CS	Buisness Dev & Analyst	\$303.78
Overhead	Other - Management, Legal, Finance, Marketing	\$308.06
Delivery	Delivery Team Lead	\$217.76
Delivery	Delivery Expert	\$175.42
Delivery	Senior Delivery Emp	\$312.34
Delivery	Junior Delivery Emp	\$179.70
R&D	Developer	\$286.66
Supply Chain	All including to US	\$94.13

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REIMBURSABLE EXPENSESSub: Exodigo, 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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

Typically Exodigo's primary and secondary scope services (e.g., desktop utility mapping, asset analysis, and on-site utility scanning) are priced as fixed fee/lump sum and invoiced as reimbursable expenses. Pricing for Exodigo's lump sum services for projects arising under this on-call are to be made available pursuant to project scope definition and will be invoiced as reimbursable expenses.

SUB TEAM MEMBERS

Sub: GBSM, 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.

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REIMBURSABLE EXPENSES

Sub: GBSM, 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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: HDR Engineering, 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 I	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communication. 0-5 years	\$91.00
Administrative II	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communication. 5-10 years	\$111.00
Appraiser I	Assists with market value estimates in conformance with a variety of local, county, state and/or federal requirements and preparation of value estimates, appraisals or appraisal review reports involving valuation conditions, including partial acquisitions, entire acquisitions and easement valuations. 0-3 years	\$138.00
Appraiser II	Assists with market value estimates in conformance with a variety of local, county, state and/or federal requirements and preparation of value estimates, appraisals or appraisal review reports involving valuation conditions, including partial acquisitions, entire acquisitions and easement valuations. 3-7 years	\$176.00
CAD/GIS Technician I	A professional with specific experience in design, mapping, technical graphics, GIS, and computer applications for transportation projects; 0-10 years of experience.	\$109.00
CAD/GIS Technician II	A professional able to manage tasks with specific experience in design, mapping, technical graphics, GIS, and computer applications for transportation projects; 5-15 years of experience.	\$124.00
CAD/GIS Technician III	A senior professional with specific experience in CAD design, mapping, technical graphics, GIS, and computer applications for transportation projects; Works on multi-discipline projects and leading the development of complex plan sets; 10-15 years of experience.	\$164.00
CAD/GIS Technician IV	A senior professional with specific experience in CAD design, mapping, technical graphics, GIS, and computer applications for transportation projects; Works on multi-discipline projects and leading the development of complex plan sets; 15+ years of experience.	\$190.00
Communication Coordinator/Public Outreach Assistant	A professional with specific experience in developing materials for agency and stakeholder outreach, including public meetings and communications materials.	\$99.00

SUB TEAM MEMBERS

Communication Coordinator/Public Outreach I (Entry)	A professional with specific experience in agency and stakeholder outreach including public meetings and communications materials; 0-5 years of experience.	\$122.00
Communication Coordinator/Public Outreach II (Mid-Level)	A professional able to manage tasks with specific experience in agency and stakeholder outreach including public meetings and communications materials; 5-15 years of experience.	\$156.00
Communication Coordinator/Public Outreach III (Senior)	A senior professional with specific experience in agency and stakeholder outreach including public meetings and communications materials; Works on multi-discipline projects and leading the development of complex projects; 10+ years of experience.	\$184.00
Communication/Public Outreach Manager	A senior manager with specific experience in agency and stakeholder outreach including public meetings and communications materials; Works on multi-discipline projects and leading the development of complex projects; 15+ years of experience.	\$249.00
Communication/Public Outreach Project Lead	A professional with experience leading projects with agency and stakeholder outreach including public meetings and communications materials; 5-15 years of experience.	\$207.00
Communication/Public Outreach, Graphic Artist	A professional with specific experience in developing graphic design for agency and stakeholder outreach including public meetings and communications materials.0-3 years	\$137.00
Communication/Public Outreach, Graphic Assistant	A professional who is self-directed in developing graphic design for agency and stakeholder outreach including public meetings and communications materials.3-5 years	\$122.00
Communication/Public Outreach, Sr. Graphic Artist	A professional with experience developing graphic design materials such as branding materials, media, and agency and stakeholder outreach materials 5+ years	\$160.00
Construction Inspector I	A professional with experience in construction, management, and/or materials testing; Basic understanding of general civil construction; 0-7 years of experience.	\$118.00
Construction Inspector II	A professional with experience in managing and inspecting civil construction projects that may include roads, bridges, structures, pipelines, streetscapes, and more; May be a PE, CCM. Likely has supervisory experience; 5-15 years of experience.	\$151.00
Construction Inspector III	A professional with experience in managing and inspecting civil construction projects that may include roads, bridges, structures, pipelines, streetscapes, and more; May be a PE, CCM with supervisory experience; 10+ years of experience.	\$181.00
Construction Project Engineer I	A licensed engineer with experience in construction, management, and/or materials testing with an understanding of general civil construction; May have inspection certifications such as CDOT Core curriculum,	\$187.00

SUB TEAM MEMBERS

	WAQTC, EI, ATSSA Traffic Control Supervisor, Environmental TECS; 0-10 years of experience.	
Construction Project Engineer II	A licensed engineer with experience in managing and inspecting civil construction projects that may include roads, bridges, structures, pipelines, streetscapes, and more; May have certifications including CDOT Core Curriculum, ACI, CAPA, ATSSA Traffic Control Supervisor, WAQTC, Transportation Erosion Control Supervisor; Likely has supervisory experience; 10+ years of experience.	\$236.00
Construction Project Engineer III	Manages individual task orders; Works to develop scopes and budgets; Directs technical work and coordinates directly with CCD task order manager; 4-8 years of experience.	\$275.00
Construction Schedule Reviewer I	A professional who assesses construction schedules and provides insights into the approximate time required for work using industry standard production rates.	\$187.00
Contract Manager	A senior officer of the company; Authority to dedicate resources; Extensive knowledge of transportation professional practices; Knowledge of vast resources available especially within HDR	\$331.00
Designer I	A junior professional who manages design, traffic, or planning tasks; Performs work assigned by mid-level and senior staff; 4-6 years of experience.	\$128.00
Designer II	A professional who manages design, traffic, or planning tasks; Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior staff; 5-10 years of experience.	\$166.00
Designer III	A senior professional who manages design, traffic, or planning tasks; Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior and mid-level staff; 10+ years of experience.	\$190.00
Economist I	A professional who collects and compiles data utilizing knowledge of available sources of data and various econometric and sampling techniques. This individual will also review economic data in order to prepare reports detailing results of investigation and formulate recommendations, policies or plans to aid in market interpretation or solution of economic issues with clear, specified objectives and limited variables. 0-5 years of experience	\$129.00
Economist II	A professional who collects and reviews existing research and assesses the applicability of results to the problem at hand. Compiles and assesses data relating to research issues, utilizing knowledge of available data sources and various econometric and sampling techniques and formulates recommendations, policies or plans to aid in market interpretation or solution of client issues with	\$143.00

SUB TEAM MEMBERS

	clear, specified objectives and limited variables. 5-10 years of experience	
EIT I	A recent college graduate; Performs work assigned by licensed midlevel and senior staff; 1-3 years of experience.	\$130.00
EIT II	Performs work assigned by licensed mid-level and senior staff; Well-trained within their respective discipline; Directs the works of junior staff; 2-5 years of experience.	\$152.00
EIT III	Performs work assigned by licensed mid-level and senior staff; Well-trained within their respective discipline; Directs the works of junior and mid-level staff; 3+ years of experience.	\$168.00
EIT IV	Performs work assigned by licensed mid-level and senior staff; Well-trained within their respective discipline; Directs the works of junior and mid-level staff; 5+ years of experience.	\$175.00
Environmental Specialist I	Performs work assigned by mid-level and senior staff; Performs field reconnaissance; 0-5 years of experience.	\$124.00
Environmental Specialist II	Manages individual work tasks; Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior staff; 3-10 years of experience.	\$157.00
Environmental Specialist III	Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior and mid-level staff; Provides QA/QC of all environmental deliverables; 7+ years of experience.	\$195.00
Financial Consultant	A professional who develops financial analysis for financial plans, cost of service/rate studies and cost benefit analysis for projects and generates technical reports and memoranda, give presentations. 0-3 years of experience	\$161.00
Intern	Performs work assigned by mid-level and senior staff; Performs research and data collection; Supports others in the preparation of technical reports, GIS maps, graphics.	\$89.00
National Discipline Advisor	A senior officer of the company; Extensive knowledge of individual transportation disciplines; Internal and/or national expert and presenter on transportation specialty; Knowledge of vast resources available; 15+ years of experience.	\$375.00
Planner I	Manages individual task orders; Performs work assigned by mid-level and senior staff; Prepares technical reports, GIS maps, graphics; 2-5 years of experience.	\$128.00
Planner II	Manages individual task orders; Well-trained within their respective planning discipline; Works to develop scopes and budgets; Directs technical work with junior staff; 3-10 years of experience.	\$157.00
Planner III	Manages individual task orders; Experienced within their	\$188.00

SUB TEAM MEMBERS

	respective planning discipline; Works to develop scopes and budgets; Directs technical work with junior and mid-level staff; 8+ years of experience.	
Planner Jr.	Performs work assigned by mid-level and senior staff; Prepares technical reports, GIS maps, graphics; 0-4 years of experience.	\$116.00
Principal Economist	Conducts research, analysis and devises methods and procedures for collecting and processing data, utilizing knowledge of available sources of data and various economic techniques as well as aid in the interpretation and solution of complex problems with economic relationships. Plans, organizes, and supervises the work of professional staff and provides staff support. Manages project teams to deliver client assignments. 15+ years of experience	\$272.00
Principal In Charge	A senior officer of the company; Authority to dedicate resources; Extensive knowledge of engineering practices; Knowledge of vast resources available especially within HDR	\$316.00
Project Controller I	Project support personnel who provides support for invoicing, accounts payable/receivable, project controls, budgeting and scheduling. 0-10 years of experience.	\$124.00
Project Controller II	Senior project support personnel who provides support for invoicing, accounts payable/receivable, project controls, budgeting and scheduling. 5+ years of experience.	\$141.00
Project Controller III	Senior project support personnel who provides support for invoicing, accounts payable/receivable, project controls, budgeting and scheduling. 7+ years of experience.	\$156.00
Project Coordinator I	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communications; Develops project controls and leads internal project set up and review meetings. 0-5 years of experience	\$107.00
Project Coordinator II	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communications; Develops project controls and leads internal project set up and review meetings. 5+ years of experience	\$134.00
Project Engineer I	A recently registered professional engineer; Performs work assigned by mid-level and senior staff; 4-6 years of experience.	\$181.00
Project Engineer II	A registered professional engineer; Manages individual work tasks; Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior staff; 5-10 years of experience.	\$204.00
Project Engineer III	A senior registered professional engineer; Manages technical resources, individual work tasks, and projects;	\$230.00

SUB TEAM MEMBERS

	Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior and mid-level staff; 10-20 years of experience.	
Project Engineer IV	A senior registered professional engineer; Manages complex projects; Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior and mid-level staff; 15+ years of experience.	\$248.00
Project Manager I	Works to develop scopes and budgets; Manages task orders and coordinates between technical disciplines; Provides day-to-day technical management of task orders; Coordinates directly with the client task order manager on a day-to-day basis; 5-10 years of experience.	\$236.00
Project Manager II	Works to develop scopes and budgets; Manages complex task orders and coordinates between technical disciplines; Provides day-to-day technical management of task orders; Coordinates directly with the client task order manager on a day-to-day basis; 8+ years of experience.	\$251.00
Project Manager III	Works to develop scopes and budgets; Manages complex task orders and coordinates between technical disciplines; Provides day-to-day technical management of task orders; Coordinates directly with the client task order manager on a day-to-day basis; 10+ years of experience.	\$260.00
Project Professional I	A recent graduate who has technical training in design, planning, CAD and GIS; Capable of working productively under the direction of senior staff; Well-trained within their discipline; 6-12 years of experience	\$186.00
Project Professional II	A registered professional engineer or accredited position; Fully trained within their discipline; Direct the work of junior staff; 10-15 years of experience	\$200.00
Project Professional III	A registered professional engineer or accredited position; Fully trained within their discipline; Direct the work of junior staff; 15+ years of experience	\$214.00
Regional Discipline Leader	A senior engineer or planner with extensive knowledge of individual transportation disciplines; Regional and/or national expert and presenter on transportation specialty; Knowledge of vast resources available. 15+ years of experience.	\$341.00
ROW Agent I	Manages individual right-of-way work tasks; Experience providing appraisals and valuations; Well-trained within their respective discipline. 0-5 years of experience	\$126.00
ROW Agent II	Manages individual right-of-way work tasks; Experience providing appraisals and valuations; Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the work of junior staff; Provides QA/QC of all right-of-way deliverables; 5- 10 years of experience.	\$141.00

SUB TEAM MEMBERS

ROW Agent III	Manages individual right-of-way work tasks; Experience providing appraisals and valuations; Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the work of junior staff; Provides QA/QC of all right-of-way deliverables; 7+ years of experience.	\$179.00
Senior Economist	A professional who conducts economic modeling, cost-benefit analysis, and risk or financial analysis. Studies economic and statistical data in area of specialization. Devises methods and procedures for collecting and processing data, utilizing knowledge of available sources of data and various econometric and sampling techniques. Formulate recommendations, policies or plans to aid in market interpretation or solution of economic issues. 10+ years of experience	\$186.00
Senior Financial Consultant	A professional who researches, analyzes and evaluates financial programs and projects, prepares and analyzes cost of service/rate studies and develops technical approach to resolve operational, management, budget, capital and other financial and policy-related issues. 5-10 years of experience	\$200.00
Sr. Project Manager I	Works to develop scopes and budgets; Manages multi-discipline task orders and coordinates between technical disciplines; Provides day-to-day technical management of task orders; Coordinates directly with the client task order manager on a day-to-day basis; 8- 12 years of experience	\$269.00
Sr. Project Manager II	Works to develop scopes and budgets; Manages multi-discipline task orders and coordinates between technical disciplines; Provides day-to-day technical management of task orders; Develops assignments for staff; Coordinates directly with the client task order manager on a day-to-day basis; 12+ years of experience.	\$283.00
Sr. Project Manager III	Works to develop scopes and budgets; Manages multi-discipline task orders and coordinates between technical disciplines; Provides day-to-day technical management of task orders; Develops assignments for staff; Coordinates directly with the client task order manager on a day to-day basis; 20+ years of experience.	\$301.00
Sr. Project Professional I	Handles complex issues within their discipline; Coordinates between technical disciplines; Performs technical work and manages technical staff; Often performs QC review and solves complex problems; 8-15 years of experience.	\$222.00
Sr. Project Professional II	Handles or directs the most complex issues within their discipline; Coordinates between technical disciplines; Performs technical work and manages technical staff; Often performs QC review and solves complex problems; 10-20 years of experience.	\$259.00

SUB TEAM MEMBERS

Sr. Project Professional III	Manages the most complex issues within their discipline; Coordinates between technical disciplines; Directs technical work and manages technical staff; Often performs QC review and solves complex problems; 15+ years of experience.	\$299.00
Sr. Schedule/Claims Analyst	Administers on-going contracts, including compliance with the contract documents for conformance such that the requirements of the contracts are implemented and maintained. Reviews warranties, bonds, insurances, guarantees, etc. are maintained and updated in accordance with the contract and are in compliance with the client's requirements. Assists Project Controls with respect to contractual implications of change orders, quality control. Assists in monitoring schedule for submission of deliverables and other contractual deliverables and certifications.	\$367.00
Sr. Technical Advisor	Extensive knowledge of individual transportation disciplines; Internal and/or national expert and presenter on transportation specialty; Oversees mid- level staff and provide technical quality review of their work; 15-30 years of experience.	\$325.00
Technical Writer	Provides technical writing for planning and engineering documents; Experience with Microsoft Word and InDesign; Well-trained within their respective discipline; Provides QA/QC of planning documents and construction specifications.	\$190.00

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REIMBURSABLE EXPENSES

Sub: HDR Engineering, 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>
Plots (Mylar)	At Cost
Plots (Bond)	At Cost
Copies (8 1/2 x 11" B&W)	At Cost
Copies (8 1/2 x 11" Color)	At Cost
Copies (11 x 17" B&W)	At Cost
Copies (11 x 17" Color)	At Cost
Travel Costs	IRS allowable/at cost
Meals, Fuel	Per Diem/At Cost
Outside Expenses	At Cost

SUB TEAM MEMBERS

Sub: Hg Consult, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Engineering VP	Responsible for a segment, discipline, business unit, geographic region, or project type. Typically has a bachelor's or master's degree, PE certification, and 12+ years of management-level experience.	\$328.98
Engineering Manager	Has on-site responsibility for day-to-day operations of a firm office or group. Responsibilities include divisional marketing, human resources (HR), and project production. Typically has a bachelor's or master's degree and 10+ years management experience. Requires a PE certification.	\$283.64
Engineer IV	PE with full responsibility for large, complex projects or a number of large projects. Has project management duties. Typically has a bachelor's or master's degree and 19+ years of experience.	\$249.72
Engineer III	PE with major responsibility for technical performance on medium to large projects or multiple projects. Supervises other PEs, and may have project management duties. Typically has a bachelor's or master's degree and 14-18 years of experience.	\$190.95
Engineer II	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects. May have some supervisory duties or work more independently. Typically has a bachelor's or master's degree and 9-13 years of experience.	\$162.78
Engineer I	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects. May have some supervisory duties or work more independently. Typically has a bachelor's or master's degree and 6-10 years of experience.	\$145.43
Planning Manager	Has on-site responsibility for day-to-day operations of a firm office or group. Works independently and has supervisory responsibilities. Works on large/complex projects. Has bachelor's degree and certification with 10+ years of management-level experience.	\$291.41
Planner/Scientist III	Works independently and/or has supervisory responsibilities. Works on planning aspects of large/complex projects. Has bachelor's degree and certification with 11+ years of experience.	\$243.02
Planner/Scientist II	Develops scope and cost estimates, and manages budgets and schedules. Performs planning tasks and analyses. May lead small teams. May have a bachelor's degree or certification and 6-10 years of experience.	\$215.76
Planner/Scientist I	Develops scope and cost estimates, and manages budgets and schedules. Performs planning tasks and analyses. May have a bachelor's degree or certification and 0-5 years of experience.	\$123.49
Program Manager	Responsible for a segment or key function within a program of delivery or projects. Typically has a bachelor's or master's degree, professional certification and 12+ years of management-level experience.	\$339.42
Sr. Procure Specialist	Responsible for a segment or key function within a procurement for a major alternative delivery project. Typically has a bachelor's or master's degree, professional certification and 12+ years of management-level experience.	\$368.19
Sr. Designer/Technician	Assists professionals in designing, planning, and execution of segments of major projects. May supervise others. Uses BIM, MEP, CADD, and other design software. May have associate degree or advanced technical training with 10+ years of experience.	\$181.04
Designer/Technician II	Assists professionals in designing, planning, and execution of segments of major projects. May supervise others. Uses BIM, MEP, CADD, and other design software. May have associate degree or advanced technical training with 5+ years of experience.	\$149.66
Designer/Technician I	Assists professionals in designing, planning, and execution of segments of projects. Uses BIM, MEP, CADD, and other design software. May have associate degree or advanced technical training with 1+ years of experience.	\$110.85
Finance/Controls Mgr.	Responsible for the organization's financial information and administration. Supervises accounting, budgeting, and payroll functions. May be a strategic/tactical manager. Reports to CFO. Typically has a bachelor's degree or higher with 7+ years of experience.	\$259.55
Project/Controls Analyst	Analyzes past and present financial data of organization and estimates future revenues and expenditures, applying principles of finance. Aids organization with financial and control functions. Typically has an associate or bachelor's degree with 1+ years of experience.	\$147.63

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REIMBURSABLE EXPENSES

Sub: Hg Consult, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.90</u> / each
Copies (8 1/2 x 14")	\$ <u>1.60</u> / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: IronStride 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 / Officer – Level IV	Technical leadership, client interaction, compliance oversight, quality assurance, risk management, or other similar	\$350
Principal / Officer – Level III	Technical leadership, client interaction, compliance oversight, quality assurance, risk management, or other similar	\$330
Principal / Officer – Level II	Technical leadership, client interaction, compliance oversight, quality assurance, risk management, or other similar	\$305
Principal / Officer – Level I	Technical leadership, client interaction, compliance oversight, quality assurance, risk management, or other similar	\$275
Senior PM / Lead Engineer / Tech Expert – Level V	Quality control, project management, technical engineering oversight, scoping, complex design, or other similar	\$330
Senior PM / Lead Engineer / Tech Expert – Level IV	Quality control, project management, technical engineering oversight, scoping, complex design, or other similar	\$310
Senior PM / Lead Engineer / Tech Expert – Level III	Quality control, project management, technical engineering oversight, scoping, complex design, or other similar	\$290
Senior PM / Lead Engineer / Tech Expert – Level II	Quality control, project management, technical engineering oversight, scoping, complex design, or other similar	\$265
Senior PM / Lead Engineer / Tech Expert – Level I	Quality control, project management, technical engineering oversight, scoping, complex design, or other similar	\$245
Engineer / Planner – Level IV	Design, planning, studies, analysis, project management, construction oversight, or other similar	\$240
Engineer / Planner – Level III	Design, planning, studies, analysis, project management, construction oversight, or other similar	\$220
Engineer / Planner – Level II	Design, planning, studies, analysis, project management, construction oversight, or other similar	\$195
Engineer / Planner – Level I	Design, planning, studies, analysis, project management, construction oversight, or other similar	\$170
PM / CM / FM / OM – Level V	Project manager, construction manager, financial manager, office manager, or other similar	\$250
PM / CM / FM / OM – Level IV	Project manager, construction manager, financial manager, office manager, or other similar	\$225
PM / CM / FM / OM – Level III	Project manager, construction manager, financial manager, office manager, or other similar	\$200

*Hourly rates are effective through 12/31/2028.

Title/Classification	Responsibilities	Rate/Hr.*
PM / CM / FM / OM – Level II	Project manager, construction manager, financial manager, office manager, or other similar	\$170
PM / CM / FM / OM – Level I	Project manager, construction manager, financial manager, office manager, or other similar	\$150
Designer / Inspector / EIT / GIS – Level IV	Design support and CADD, engineering support, construction observation, data collection, data analysis, or other similar	\$175
Designer / Inspector / EIT / GIS – Level III	Design support and CADD, engineering support, construction observation, data collection, data analysis, or other similar	\$160
Designer / Inspector / EIT / GIS – Level II	Design support and CADD, engineering support, construction observation, data collection, data analysis, or other similar	\$145
Designer / Inspector / EIT / GIS – Level I	Design support and CADD, engineering support, construction observation, data collection, data analysis, or other similar	\$130
Technician / PP – Level IV	Graphics development, report writing, or other general project support	\$170
Technician / PP – Level III	Graphics development, report writing, or other general project support	\$150
Technician / PP – Level II	Graphics development, report writing, or other general project support	\$130
Technician / PP – Level I	Graphics development, report writing, or other general project support	\$115
Admin / Controls / Support – Level IV	Administrative support, graphics, document editing/review, project coordination and communication, or other similar	\$165
Admin / Controls / Support – Level III	Administrative support, graphics, document editing/review, project coordination and communication, or other similar	\$140
Admin / Controls / Support – Level II	Administrative support, graphics, document editing/review, project coordination and communication, or other similar	\$120
Admin / Controls / Support – Level I	Administrative support, graphics, document editing/review, project coordination and communication, or other similar	\$95
Intern	As needed support	\$80

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REIMBURSABLE EXPENSES

Sub: IronStride 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>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: KAMP Engineering, 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.

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

KAMP Engineering, Inc.
Sub: _____

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

SUB TEAM MEMBERS

Sub: Kleinfelder, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Project Management	\$185/hr
Sr. Project Manager	Project Management	\$210/hr
Program Manager	Project Management	\$245/hr
Project Administrator	Project Management	\$132/hr
Construction Manager	Project Administration	\$185/hr
Sr. Construction Manager	Construction Management	\$210/hr
Construction Inspector	Construction Inspection and Oversight	\$112/hr
Sr. Field Technician	Construction Oversight and Testing	\$112/hr
Field Technician	Construction Oversight and Testing	\$98/hr
Project Controls Manager	Project Management	\$192/hr
Project Controls	Project Management	\$145/hr
Sr. Risk Manager	Risk Management	\$266/hr
Estimating	Estimating	\$360/hr
Contracting	Contracting	\$196/hr
Document Control	Document Control	\$160/hr
Sr. Scheduler	Scheduling	\$265/hr
Scheduler	Scheduling	\$220/hr
Alternative Delivery	Alternative Delivery	\$375/hr
Strategy Developer	Strategy Development	\$375/hr

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REIMBURSABLE EXPENSES

Sub: Kleinfelder, 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")	\$_____ / each
Copies (8 1/2 x 14")	\$_____ / each
Red-line copies	\$_____ / S.F.
Reproducibles	\$_____ / page

SUB TEAM MEMBERS

Sub: Leadline Project Management, LLC

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

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: Leadline Project Management, LLC

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

Actual Costs

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

SUB TEAM MEMBERS

Subconsultant Name: LS Gallegos and Associates Inc.

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

Title/Classification	Responsibilities	Rate/hour
Program Manager 1	Project Management	\$ 185.00
Program Manager 2	Project Management	\$ 235.00
Sr. Project Engineer/Program Manager 3	Project Management	\$ 285.00
Principal Sr. Program Manager 4	Project Management	\$ 325.00
Sr. Scheduler	Scheduling Support	\$ 245.00
Cost Estimator	Estimating Support	\$ 175.00
Sr. Cost Estimator	Estimating Support	\$ 275.00
Document Controller	Project Controls	\$ 135.00
Document Control Manager II	Project Controls	\$ 165.00
Project Controls Manager	Project Controls	\$ 195.00
Sr. Project Controls Manger	Project Controls	\$ 245.00
Lead Project Manager - PM/CM	Project Management	\$ 325.00
Quality/Risk/Procurement Manager	Project Support	\$ 300.00
Inspector	Construction Observation	\$ 155.00
Sr. Inspector	Construction Observation	\$ 175.00
Construction Manager	Project Management	\$ 175.00
Sr. Construction Manager	Project Management	\$ 225.00
Sr. Bridge Engineer	Project Management	\$ 285.00
Bridge Engineer/Inspector	Project Management	\$ 120.00
ORAT Manager	Project Management	\$ 225.00
Contract Administrator Supervisor	Administration	\$ 175.00
Contract Administrator	Administration	\$ 145.00
Administrative Assistant	Administration	\$ 130.00

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REIMBURSABLE EXPENSES

Subconsultant Name: LS Gallegos and Associates Inc.

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

Actual Costs

Item	Charge Rate
Copies (8.5 x 11")	\$ <u>0.50</u> / each
Copies (8.5 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

SUB TEAM MEMBERS

Sub: Otak, 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		
Sr. PIC/Sr. PM Civil	QA/QC, Task Order Manager, Engineering Support	\$325
PIC/Sr. PM Civil	QA/QC, Task Order Manager, Engineering Support	\$265
Civil Engineer X	QA/QC, Task Order Manager, Engineering Support	\$246
Civil Engineer IX	Task Order Manager, Engineering Support	\$232
Civil Engineer VIII	Task Order Manager, Engineering Support	\$211
Civil Engineer VII	Task Order Manager, Engineering Support, CADD/Design	\$193
Civil Engineer VI	Task Order Manager, Engineering Support, CADD/Design	\$182
Civil Engineer V	Engineering Support, CADD/Design	\$168
Civil Engineer IV	Engineering Support, CADD/Design	\$159
Civil Engineer III	Engineering Support, CADD/Design	\$146
Civil Engineer II	Engineering Support, CADD/Design	\$136
Civil Engineer I	Engineering Support, CADD/Design	\$125
Engineering Designer V	Engineering Support, CADD/Design	\$155
Engineering Designer IV	Engineering Support, CADD/Design	\$138
Engineering Designer III	Engineering Support, CADD/Design	\$125
Engineering Designer II	Engineering Support, CADD/Design	\$115
Engineering Designer I	Engineering Support, CADD/Design	\$98
Engineering Tech VII	Engineering Support, CADD/Design	\$183
Engineering Tech VI	Engineering Support, CADD/Design	\$143
Engineering Tech V	Engineering Support, CADD/Design	\$132

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SUB TEAM MEMBERS

Sub: Otak, 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 Tech IV	Engineering Support, CADD/Design	\$123
Engineering Tech III	Engineering Support, CADD/Design	\$96
Engineering Tech II	Engineering Support, CADD/Design	\$86
Engineering Tech I	Engineering Support, CADD/Design	\$76
Planning & Design		
Sr. PIC/Sr. PM LA/Mst Pln	Senior Project Oversight, QA/QC, Planning Task Oversight	\$330
PIC/Sr. PM LA/Master Plan	Senior Project Oversight, QA/QC, Planning Task Oversight	\$283
Landscape Architect VII	Contract Manager, Project Lead, Task Order Manager and Oversight	\$212
Landscape Architect VI	Contract Manager, Project Lead, Task Order Manager and Oversight	\$182
Landscape Architect V	Contract Manager, Project Lead, Task Order Manager and Oversight	\$165
Landscape Architect IV	Planning Support, Task Order Manager and Oversight, CADD	\$154
Landscape Architect III	Planning Support, Public Engagement, GIS, CADD	\$138
Landscape Architect II	Planning Support, Public Engagement, GIS, CADD	\$128
Landscape Architect I	Planning Support, Public Engagement, GIS, CADD	\$116
Landscape Technician III	Planning Support, Public Engagement, GIS, CADD	\$118
Landscape Technician II	Planning Support, Public Engagement, GIS, CADD	\$108
Landscape Technician I	Planning Support, Public Engagement, GIS, CADD	\$90
Planner VI	Planning Support, Public Engagement, GIS	\$201
Planner V	Planning Support, Public Engagement, GIS	\$185
Planner IV	Planning Support, Public Engagement, GIS	\$170
Planner III	Planning Support, Public Engagement, GIS	\$158

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SUB TEAM MEMBERS

Sub: Otak, 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.
Planner II	Planning Support, Public Engagement, GIS	\$132
Planner I	Planning Support, Public Engagement, GIS	\$118
Planner Associate IV	Planning Support, Public Engagement, GIS	\$127
Planner Associate III	Planning Support, Public Engagement, GIS	\$117
Planner Associate II	Planning Support, Public Engagement, GIS	\$102
Planner Associate I	Planning Support, Public Engagement, GIS	\$84
Sr. GIS Specialist Planner	Planning Support, Public Engagement, GIS	\$157
GIS Specialist - Planner	Planning Support, Public Engagement, GIS	\$125
Science		
PIC/Scientist	Senior Project Oversight, QA/QC, Scientific Task Oversight	\$250
Scientist VI	Project Oversight, Scientific Task Oversight	\$213
Scientist V	Project Oversight, Scientific Task Oversight	\$193
Scientist IV	Scientific Task Oversight, GIS, CADD	\$145
Scientist III	Scientific Task Oversight, GIS, CADD	\$136
Scientist II	Scientific Task Oversight, GIS, CADD	\$126
Scientist I	Scientific Task Oversight, GIS, CADD	\$99
Environmental Specialist	Specialized Environmental Services	\$153
Construction Management		
PIC/Sr. CM	Senior Project Oversight, QA/QC, CM Task Oversight	\$244
Construction Manager VI	Senior Project Oversight, QA/QC, CM Task Oversight	\$230
Construction Manager V	Project Oversight, QA/QC, Field Assistance	\$212

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SUB TEAM MEMBERS

Sub: Otak, 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.
Construction Manager IV	Project Oversight, QA/QC, Field Assistance	\$194
Construction Manager III	Project Oversight, QA/QC, Field Assistance	\$171
Construction Manager II	Project Oversight, QA/QC, Field Assistance	\$152
Construction Manager I	Project Oversight, QA/QC, Field Assistance	\$139
Field Representative VII	Project Oversight Assistance, Field Observance	\$196
Field Representative VI	Project Oversight Assistance, Field Observance	\$164
Field Representative V	Project Oversight Assistance, Field Observance	\$150
Field Representative IV	Project Oversight Assistance, Field Observance	\$130
Field Representative III	Project Oversight Assistance, Field Observance	\$118
Field Representative II	Project Oversight Assistance, Field Observance	\$108
Field Representative I	Project Oversight Assistance, Field Observance	\$97
Project Controls		
PIC/Sr. PM Controls	Project Systems and Control	\$320
Program Manager	Project Systems and Control	\$330
Project Controls Manager IV	Project Systems and Control	\$315
Project Controls Manager III	Project Systems and Control	\$275
Project Controls Manager II	Project Systems and Control	\$245
Project Controls Manager I	Project Systems and Control	\$225
Project Controls Analyst IV	Project Systems and Control	\$250
Project Controls Analyst III	Project Systems and Control	\$230
Project Controls Analyst II	Project Systems and Control	\$210

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SUB TEAM MEMBERS

Sub: Otak, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Project Controls Analyst I	Project Systems and Control	\$190
Comprehensive Project Management		
Sr. PIC/Principal - PMCM	Project Management and Oversight	\$197
PIC/CSM - PMCM	Project Management and Oversight	\$191
Project Manager IV	Project Management and Oversight	\$169
Project Manager III	Project Management and Oversight	\$161
Project Manager II	Project Management and Oversight	\$137
Project Manager I	Project Management and Oversight	\$121
PMCM Project Coordinator IV	Project Management and Coordination	\$116
PMCM Project Coordinator III	Project Management and Coordination	\$94
PMCM Project Coordinator II	Project Management and Coordination	\$89
PMCM Project Coordinator I	Project Management and Coordination	\$84
Other		
Graphics Specialist	Specialized Graphics Production	\$132
Project Coordinator III	Contract Assistance, General Admin. Support	\$160
Project Coordinator II	Contract Assistance, General Admin. Support	\$150
Project Coordinator I	Contract Assistance, General Admin. Support	\$130
Project Admin. Asst	General Project Administrative Tasks	\$105

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REIMBURSABLE EXPENSES

Sub: Otak, 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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

**Outsourced printing will be billed at cost (or cost + 10%)*

SUB TEAM MEMBERS

Sub: Peak Consulting Group LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Project Manager	Top executive with final responsibility for planning and direction of all aspects of the company's operations	\$328.00
Project Manager IV	Plans, coordinates, and oversees activities of entire projects including multiple large, complex projects.	\$295.00
Project Manager III	Plans, coordinates, and oversees activities of entire projects including mid- to large-level projects, and/or multiple projects.	\$262.50
Project Manager II	Plans, coordinates, and oversees activities of entire projects including small- to mid-level projects, and/or multiple projects.	\$229.50
Project Manager I	Plans, coordinates, and oversees activities of entire projects including small, minimally complex projects.	196.50
Assistant Project Manager	Provides support to Project Managers and takes on tasks as assigned to plan, coordinate, and oversee activities of entire projects.	\$164.00
GIS Manager	Conducts advanced spatial analyses using GIS platform software. May guide or direct the work of less experienced GIS staff.	\$257.00
Planner V	Leads interdisciplinary teams assigned to projects. Possesses diversified knowledge of planning principles and practices. Serves as technical expert.	\$224.00
Planner IV	Leads interdisciplinary teams assigned to projects. Possesses diversified knowledge of planning principles and practices.	\$191.00
Planner III	May lead interdisciplinary teams assigned to projects. Possesses advanced knowledge of planning principles and practices.	\$158.50
Planner II	Performs routine aspects of planning assignments applying knowledge of planning principles and practices.	\$125.50
Planner I	Under supervision, performs routine aspects of planning assignments applying knowledge of planning principles and practices.	\$93.00
Scientist V	Identifies requirements, directs studies, leads investigations, and advises lower-level Scientists. Serves as technical expert and liaison.	\$235.00
Scientist IV	Identifies requirements, directs studies, leads investigations, and advises lower-level Scientists.	\$207.50
Scientist III	Performs a broad range of field studies and technical analyses. Advises lower-level Scientists on routine tasks.	\$175.00
Scientist II	Performs a broad range of field studies and technical analyses.	\$142.00
Scientist I	Conducts field studies and technical analyses on smaller, less complex projects.	\$109.50
Intern	Under the direction of planning or environmental professionals, performs project assignments to acquire relevant work experience.	\$82.00
Administrative Assistant	Provides a wide variety of administrative and staff support services.	\$104.00
Project Coordinator II	Provides coordination and planning support to Project Managers on multiple projects from preliminary design through construction phases.	\$153.50
Project Coordinator I	Provides coordination and planning support to Project Managers on multiple projects from preliminary design through construction phases.	\$136.50

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REIMBURSABLE EXPENSES

Sub: Peak Consulting Group, LLC

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

Actual Costs

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

Title/Classification	Responsibilities	Rate/Hr.
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

Title/Classification	Responsibilities	Rate/Hr.
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 unearthened 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

Title/Classification	Responsibilities	Rate/Hr.
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

Title/Classification	Responsibilities	Rate/Hr.
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 oversite 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 oversite on complex projects. Conducts construction oversite 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

Title/Classification	Responsibilities	Rate/Hr.
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

Title/Classification	Responsibilities	Rate/Hr.
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

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REIMBURSABLE EXPENSES

Subconsultant: Pinyon Environmental, Inc.

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Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.15/ each
Copies (8 1/2 x 14")	\$0.15/ each
Red-line copies	\$0.25/ S.F.
Reproducibles	\$0.25/ page

SUB TEAM MEMBERS

Sub: Shrewsberry & Associates, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager 10	Principal / Senior Project Manager	\$ 328.00
Project Manager 9	Senior Project Manager	\$ 308.00
Project Manager 8	Senior Project Manager	\$ 290.00
Project Manager 7	Senior Project Manager	\$ 271.00
Project Manager 6	Mid-Level Project Manager	\$ 263.00
Project Manager 5	Mid-Level Project Manager	\$ 232.00
Project Manager 4	Mid-Level Project Manager	\$ 201.00
Project Manager 3	Entry-Level Project Manager	\$ 169.00
Project Manager 2	Entry-Level Project Manager	\$ 146.00
Project Manager 1	Entry-Level Project Manager	\$ 123.00
Inspector 7	Manager / Senior Inspector	\$ 297.00
Inspector 6	Senior Inspector	\$ 240.00
Inspector 5	Mid-Level Inspector	\$ 183.00
Inspector 4	Mid-Level Inspector	\$ 164.00
Inspector 3	Mid-Level Inspector	\$ 145.00
Inspector 2	Entry-Level Inspector	\$ 126.00
Inspector 1	Entry-Level Inspector	\$ 106.00
Administration 3	Senior Admin	\$ 229.00
Administration 2	Mid-Level Admin	\$ 137.00
Administration 1	Entry Level Admin	\$ 113.00

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REIMBURSABLE EXPENSES

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SUB TEAM MEMBERS

Sub: Sunland

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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: Sunland

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

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Copies (8 1/2 x 11")	\$ _____ / each
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Reproducibles	\$ _____ / 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

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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.

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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

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Reproducibles	\$ _____ / 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:	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>TASK ORDER 0 SUMMARY</p> <p>This Task Order (Do Not Exceed):</p> <p>Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No</p> <p>MASTER ON-CALL CATEGORY SUMMARY</p> <p>TASK ORDER TYPE: _____</p> <p>TASK ORDER CATEGORY (if applicable): N/A</p> <p>On-Call Contract Expiration Date:</p> <p>M/W/S/D/EBE On-Call Participation Commitment:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Total of All Task Orders Issued:</td> <td style="width: 10%; text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td style="text-align: right;">0</td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <p>Maximum On-Call Category Capacity: \$0.00 Remaining On-Call Category Capacity: \$ 0.00</p> <p><i>(for category-based contracts)</i></p> <p>Maximum On-Call Contract Capacity: \$ Remaining On-Call Contract Capacity: \$</p>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):	0	This Task Order:	0	Total of All Task Orders & Changes Issued:	\$ 0.00	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding-bottom: 10px;">Approved by Deputy City Engineer</td> <td style="width: 20%; text-align: right; padding-bottom: 10px;">Date</td> </tr> <tr> <td style="padding-bottom: 10px;">Approved by Director (PDA)</td> <td style="text-align: right; padding-bottom: 10px;">Date</td> </tr> <tr> <td style="padding-bottom: 10px;">Approved by Using Agency(s) – If Applicable</td> <td style="text-align: right; padding-bottom: 10px;">Date</td> </tr> <tr> <td style="padding-bottom: 10px;">Approved by Group Manager</td> <td style="text-align: right; padding-bottom: 10px;">Date</td> </tr> <tr> <td style="padding-bottom: 10px;">Approved by Project Manager</td> <td style="text-align: right; padding-bottom: 10px;">Date</td> </tr> <tr> <td style="padding-bottom: 10px;">Approved by On-Call Manager</td> <td style="text-align: right; padding-bottom: 10px;">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):	0																				
This Task Order:	0																				
Total of All Task Orders & Changes Issued:	\$ 0.00																				
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 work until the task order has all signatures and an NTP has been issued.

Distribution: 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-
Workday Project ID(s): PRJ-	Supplier ID:
	% 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><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></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>This Task Order Change (+/-): _____</p> <p>New Task Order Total (Do Not Exceed): \$ 0.00</p> <p>Adjust the Task Order Completion By: Calendar Days</p> <p>New Task Order Completion Date:</p> <p>TASK ORDER CATEGORY (if applicable):</p> <p>Category Task Order Amount:</p> <p>Remaining Category Task Order Amount:</p> <p>MWBE On-Call Participation Commitment:</p> <p>MASTER ON-CALL CONTRACT SUMMARY</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>Total of All Task Orders and Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity:</p> <p>Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Approved by Deputy City Engineer</td> <td style="width: 40%; padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Director (PDA)</td> <td style="padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Using Agency(s) – If Applicable</td> <td style="padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Group Manager</td> <td style="padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Project Manager</td> <td style="padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by On-Call Manager</td> <td style="padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></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																								
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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, project manager name@denvergov.org, on-call contract manager name@denvergov.org

Exhibit E

ACORD Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greylings COI Specialist PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: greylingscerts@greylings.com
INSURED Trinity, Inc. 1875 Lawrence Street Suite 1100 Denver CO 80202	
HWLOCINE	

COVERS**CERTIFICATE NUMBER:** 1336011011**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:			7092014905	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7091863062	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$
								\$		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7092036547	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 15,000,000	AGGREGATE	\$ 15,000,000
								\$		
C A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A	7092004665 (AOS) 7092009168 (CA)	5/1/2025 5/1/2025	5/1/2026 5/1/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000
D	Professional Liability incl. Pollution Liability			B0572MR25ACUZ	5/1/2025	5/1/2026	Per Claim Aggregate	\$ 10,000,000 \$ 10,000,000		

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

Re: Project - CCD 2026 On-Call.

City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

The above referenced liability policies with the exception of workers compensation, umbrella and professional liability are primary & non-contributory where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver, Department of Transportation and Infrastructure 201 W Colfax Ave, Dept 1110 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

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