

## ON-CALL PROFESSIONAL SERVICES AGREEMENT

between

**THE CITY AND COUNTY OF DENVER**  
And  
**STANTEC CONSULTING SERVICES INC.**

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Contract Number: 202578688

[Flow Data and Hydraulic Modeling Support Services]

**THIS AGREEMENT** (“Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a home rule and municipal corporation of the State of Colorado, and **STANTEC CONSULTING SERVICES INC.**, a New York corporation (the “Consultant”), with a principal place of business at 410 17<sup>th</sup> Street, Suite 1400, Denver, CO 80202.

### RECITALS

1. The City, through its Department of Transportation and Infrastructure (“DOTI”), desires to secure certain readily available engineering and other professional services to support the City’s sanitary sewer collection system throughout the City and County of Denver, as more particularly described in the RFQ (as hereinafter defined), on an “as needed” and “on-call” basis (the “Program”).

2. The Consultant represents that it has the present capacity, experience, and qualifications to provide program management services including strategic planning, program management, environmental and permitting support, program and project controls, construction management, risk management and control, project partner coordination, procurement, and management, project coordination, technical support and community engagement for the Program as more particularly described herein.

3. In response to the City’s Request for Qualifications, dated December 4, 2024 (the “RFQ”) the Consultant submitted a Qualifications Statement for such services to the City and was selected as the most qualified submitter. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

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

### SECTION 1 – ENGAGEMENT

**1.01 Engagement.** The City hereby engages the Consultant with respect to the performance and delivery of the Work and professional services set forth and defined in **Exhibit A** attached hereto on an on-call basis, as set forth in this Agreement (the “Services” or the “Scope of Services”). The Consultant accepts such engagement upon, subject to, and in accordance with the terms, conditions, and provisions of this Agreement.

**1.02 Line of Authority for Contract Administration.** The City’s Executive Director of the

DOTI (“Executive Director”) is the City's representative responsible for authorizing and approving the Work performed under this Agreement. The Executive Director shall designate an individual (referred to herein as the “Program Manager”), as the Executive Director’s authorized representative for the purpose of issuing all written NTPs (as defined in Section 2.06(c)) hereunder and for purposes of administering, coordinating, and finally approving the Work performed by the Consultant under this Agreement. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director’s behalf as the “Program Manager” hereunder by written notice to the Consultant.

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

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

## **SECTION 2 – CONSULTANT’S SERVICES**

**2.01 General.** The Consultant shall provide professional Services as assigned by the City from time-to-time by written task order, on an as-needed basis, in accordance with the terms and conditions of this Agreement (a “Task Order”). The Consultant’s Services shall consist of all Services described in this Agreement and in **Exhibit A**. Tasks may be added or removed at the written direction of the Program Manager.

### **2.02 Professional Responsibility and Task Requirements.**

- (a) All Work performed by the Consultant shall be performed in accordance with the standards of care, skill, training, diligence, and judgment provided by competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- (b) The 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 shall comply with all applicable laws, statutes, codes, ordinances, rules and regulations, of the City, state and federal government as well as any applicable industry standards.
- (c) All professional Services or deliverables provided under this Agreement shall be adequate and sufficient for the requirements of each project or task as reflected in the applicable Task Order.
- (d) The Consultant shall prepare all documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant’s responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (e) The reports, studies, and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Executive Director and the user agency for any identified phase of a task, must represent a thorough study and competent solution for the task as per usual and customary professional standards and shall reflect all skills applicable to the assigned task.
- (f) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (g) The Consultant shall take direction only from the Program Manager.
- (h) The Consultant shall provide all professional Services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

**2.03 Program and Budget.** Each task proposal will include a maximum fee. The Consultant agrees to complete the task within the limits of the approved Task Order.

**2.04 Coordination and Cooperation.**

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay, provided that the Consultant shall not be responsible for any delays caused by the City or the City's agents.
- (b) Coordination with the City and other involved agencies shall be a continuing Work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City Program Manager, or as otherwise directed by the City. If requested, the Consultant shall document conferences and distribute notes to the City.

**2.05 Personnel Assignments.**

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the Consultant or its subconsultants to perform the Services required under this Agreement, as appropriate.
- (b) The Consultant's Services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting Services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through subconsultants, personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in **Exhibit B**. The hourly rates specified in **Exhibit B** 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 Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being

contemplated, to the City and receive prior approval in writing.

- (e) It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such Services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such Services maximize the quality of Work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Executive Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Executive Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Executive Director reasonably determines that the performance of approved key personnel or a subconsultant is not acceptable, the Executive Director shall notify the Consultant and give the Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, the Executive Director may require the Consultant to reassign or replace such key personnel. If the Executive Director notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to propose replacements for such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, and the Consultant shall make written inquiry of all subconsultants and subcontractors 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 a particular subconsultant.
- (i) Actions taken by the City under this Section 2.05 shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions that fail to meet the standards of care and performance set forth in this Agreement.
- (j) The Consultant shall submit to the Executive Director a list of any additional key professional personnel who will perform Work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Executive Director before they are assigned to a specific task.
- (k) The Executive Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Executive Director receives the list of changes. If the Executive Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

## **2.06 Basic Services.**

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

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

- (b) When directed by the Program Manager to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's Services are required and shall set forth, at a minimum all the following:
  - 1. The maximum fee for the Consultant's proposed Services.
  - 2. Itemized fee breakdown.
  - 3. The additional services budget, if any, for the task.
  - 4. Any reimbursable expenses approved pursuant to Section 3.02.
  - 5. A detailed description of the task and Scope of Work (the "Work").
  - 6. A list of deliverables for the task.
  - 7. An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Program Manager of a Task Order, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed ("NTP"), the Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with an approved Task Order. As Work on any approved Task Order progresses, Consultant may propose modifications or changes to the Task Order to address information or circumstances encountered during the Work (a Proposed Change Order or "PCO"). Consultant shall advise and consult with the Program Manager and provide any data or information needed to by the City to evaluate the PCO. The City shall have right, in the City's sole discretion, to approve or reject any PCO, in whole or in part. If any changes to a Task Order are approved by the City in connection with the PCO evaluation process described above, the Parties shall execute a written change or amendment to the approved Task Order reflecting the final approved terms (a "Task Order Change"). If no changes to a Task Order are approved in writing by the Parties in connection with the PCO evaluation process described above, no Task Order Change will be executed and the original Task Order shall continue in full force and effect, without modification.
- (e) The Consultant's basic Services for each task to which it is assigned may consist of any of the Services described in **Exhibit A** or similar professional Services related to the Program and the Work described in this Agreement.
- (f) An NTP may pertain to all or portions of each Task Order. The Consultant shall obtain an NTP from the City before proceeding with any Task Order.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any Work beyond Work authorized by an executed NTP. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.

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

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

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

**3.02 Reimbursable Expenses.** Unless expressly authorized by the City as part of any approved Task Order or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, 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.

**3.03 Additional Services.** The Consultant will be compensated for additional services the City pre-approves in writing in a Task Order, subject to the terms and conditions set forth herein and the additional services budget limits set forth in a Task Order.

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

**3.05 Maximum Contract Amount; Funding.** It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,200,000.00)**. In no event shall the maximum payment to the Consultant, for all Work and Services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

**3.06 Appropriation and Funding.**

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a

multiple-fiscal year direct or indirect debt or financial obligation of the City.

- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the Work it performs on any assigned task, at the time it executes each Task Order. Acceptance and execution of a Task Order by the City shall be deemed to confirm the City's appropriation of funds for the Work included in the Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all Work by the Consultant on an assigned Task Order.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional Work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Consultant's own risk and sole expense.

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

**4.01 Term.** The term of this Agreement shall commence on the date of NTP for the City's initial Task Order issued hereunder, and shall expire on the third (3<sup>rd</sup>) anniversary of such date, unless sooner terminated or extended by written amendment. The Consultant shall complete any Work authorized by Task Order before the expiration of this Agreement and the term will extend until the Work is completed or earlier terminated by the Executive Director. Notwithstanding the foregoing, the City, at its sole option may renew this Agreement for up to two (2) additional one (1) year terms by written amendatory agreement executed in the same manner as this Agreement.

**4.02 Termination.**

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the Services contemplated under this Agreement beyond the time when its Services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Consultant's Services become unsatisfactory. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over Work to be done under this Agreement and prosecute the Work to the completion by contract or otherwise, and the Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.

- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's Services are terminated, postponed or revised ("revised" or "revision" as used herein meaning no additional Work to be performed for such task(s) or portions thereof), or if the Consultant shall be discharged before all the Work and Services contemplated have been completed, or if the Program is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of Work or Services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All documents relating to the administration of Work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited and other documents referred to herein and assisting the City during a transition to another Consultant, if applicable.

## **SECTION 5 - GENERAL PROVISIONS**

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

- (a) The City shall provide information regarding its requirements for each assigned task. However, the City does not guarantee the accuracy or completeness of any such information and assumes no liability therefore. The Consultant shall notify the City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate.
- (b) If the City observes or otherwise becomes aware of any unsatisfactory or non-conforming Services, it will notify the Consultant. Consultant will diligently correct deficiencies and resubmit impacted deliverables.

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

- (a) The City shall have title and all intellectual and other property rights, in and to all documents, and all data used in the development of the same, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the 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. The Consultant shall not be responsible for, and the City hereby releases, any claims arising from the City's reuse of the Documents for a project other than the Project or for any modification of the Documents by the City or any third-party receiving the Documents from the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant



hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the Work and Services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the Services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City Manager, upon termination or expiration of this Agreement.
- (f) City acknowledges and agrees that in the performance of the Work, Consultant may utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Consultant developed itself or licensed from third parties prior to the Effective Date (the "Pre-Existing Technology"). Subject to the terms and conditions of this Agreement, Consultant hereby grants to City a non-exclusive, non-transferable, royalty-free license to utilize the Pre-Existing Technology for the purpose of the City's Program. City shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Technology; (ii) use the Pre-Existing Technology for any other purpose, other than the City Program; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Technology; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Technology by itself or as incorporated into software or hardware; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Technology. Any additional use of the Pre-Existing Technology shall require a separate written license agreement.

**5.03 Taxes and Licenses.** The 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 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 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.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with Denver Revised Municipal Code 20-276.

**5.05 Assignment.** The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or to terminate the Agreement because of unauthorized assignment. In the event of any unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any assign.

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

**5.07 Insurance.**

- (a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) Proof of Insurance. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence Services or Work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each

bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

- (g) Commercial General Liability. Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability. Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing Services under this Agreement.
- (i) Professional Liability (Errors & Omissions). Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force for the term of the contract and for three (3) years thereafter or a tail policy shall be placed.

#### **5.08 Defense and Indemnification.**

- (a) To the fullest extent permitted by law, Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the Work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the 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) Consultant's obligation to defend and indemnify will be established after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Notwithstanding the foregoing, Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance

that it deems necessary for the City's protection.

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

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

|           |                             |
|-----------|-----------------------------|
| Exhibit A | Consultant's Scope of Work  |
| Exhibit B | Consultant's Rates          |
| Exhibit C | Consultant's Key Personnel  |
| Exhibit D | ACORD Insurance Certificate |

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

Sections 1 through 5  
Attachment 1  
Exhibits A through D

**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 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.** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**5.13 Conflict of Interest.**

- (a) No employee of the City shall have any personal or beneficial interest in the Services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, DRMC §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- (b) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant

represents that it has disclosed all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant or subconsultant(s) by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

- (c) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment.
- (d) As a result of the services Consultant will provide, Consultant will have access to non-public information regarding contemplated or actual City projects. Access to non-public information may result in Consultant having an actual and/or perceived unfair advantage in procurements to select firms to provide design or construction management services. In addition, serving in a program or project management role and a design or construction management role on the same project may result in an organizational conflict of interest. The City reserves the right to determine that a conflict exists.
- (e) Under no circumstances shall the Consultant in its role providing program management Services, oversee or approve its own Work or the Work of its subconsultants or subcontractors under an agreement to provide owner's representative Services.

**5.14 No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is 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 Consultant, time is of the essence.

**5.16 Taxes, Charges and Penalties.** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance DRMC § 20-107, et seq. The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the Services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**5.17 Proprietary or Confidential Information.**

- (a) Consultant acknowledges and accepts that, in performance of all Work under the terms of this Agreement, Consultant will have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information would be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or other non-public data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement.

Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. The foregoing restrictions shall not apply to any information (i) was known to the Consultant before receipt of same from the City, (ii) becomes publicly known other than through the Consultant, or (iii) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with such governmental authority or judicial order.

- (b) Consultant acknowledges that as a result of the Services it provides pursuant to this Agreement it will have access to non-public information that, if disclosed, would give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant will not disclose non-public information without the City's written permission. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants. Consultant is responsible for monitoring subconsultant and subcontractor compliance with these requirements.

**5.18 Use, Possession or Sale of Alcohol or Drugs.** The Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant from City facilities or participating in City operations.

**5.19 Compliance with all Laws.** All Services provided pursuant to this Agreement shall be performed in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver and any grant providing funding for this Agreement.

**5.20 Compliance with Denver Wage Laws.** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.

**5.21 Debarment and Suspension (Executive Orders 12549 and 12689).** Consultant confirms neither they, nor their subcontractors or subconsultants, are parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**5.22 Minority and Women Owned Business Enterprise (MWBE) Requirements.**

- (a) This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C.") designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The Contractor [Goal] Commitment for

MWBE participation for this agreement is **20%** as stipulated in the DSBO MWBE Commitment Form submitted by the Contractor.

- (b) Under § 28-132, D.R.M.C., the Contractor 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 there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
- (1) If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor 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 requirement. The Utilization Plan is subject to modification by DSBO.
  - (2) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor 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 § 28-133, 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 to the City.
  - (3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, 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 change or modification shall be immediately submitted to DSBO for notification purposes.
  - (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original requirement on the contract. The Contractor shall satisfy such requirement with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, 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 Contractor is required to comply with § 28-135, 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 invoice.
  - (6) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
  - (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
  - (8) Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

**5.23 Disputes.** All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by DRMC § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering



a final determination shall be the Executive Director as defined in this Agreement.

**5.24 Survival of Certain Contract Provisions.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will 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.

**5.25 Advertising and Public Disclosure.** The Consultant shall not include any reference to the Agreement or to Services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to Services performed under the Agreement will be limited to Services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**5.26 Legal Authority.** Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

**5.27 Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, to the following addresses:

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

with a copy to:                City Attorney's Office  
                                          Attention: Director of Municipal Operations  
                                          201 West Colfax Avenue, Dept. 1207  
                                          Denver, Colorado 80202

to the Consultant:            Stantec Consulting Services Inc.  
                                          410 17th Street, Suite 1400  
                                          Denver, CO 80202

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

**5.28 Severability.** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**5.29 Agreement as Complete Integration-Amendments.** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

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

**5.32 Electronic Signatures and Electronic Records.** Consultant and City consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City and Consultant 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.

**[END OF DOCUMENT – SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** DOTI-202578688-00  
**Contractor Name:** Stantec Consulting Services Inc.

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

**SEAL** **CITY AND COUNTY OF DENVER:**

**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

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

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

DOTI-202578688-00  
Stantec Consulting Services Inc.

By: 

Signed by:

Cody Charnas

B49D4A17F1E14FA...

Name: Cody Charnas  
(please print)

Title: Senior Principal  
(please print)

ATTEST: [if required]

By:

Name:   
(please print)

Title:   
(please print)

## **Exhibit A**

### **Scope of Work**

## **Scope of Work**

On-Call professional services for management of the City's flow monitoring network, supporting the update of the City's sanitary sewer master planning model, conducting capacity assessment and alternative evaluation studies. Tasks include conducting flow and rainfall monitoring studies, sanitary sewer model update and analysis, flow projection update, capacity evaluations, flow management planning including alternative and scenario analysis, GIS, staff augmentation, and other tasks to support flow data collection, tracking, and modeling needs.

The goals for the Flow Data and Hydraulic Modeling Support includes:

- Develop flow monitoring projects/program; install, maintain, and support the City's ongoing and future temporary and permanent flow monitoring needs;
- Provide hydraulic modeling support and services including calibration and continuous improvement of Denver's Sanitary Sewer Master Plan (SSMP), perform scenario analysis, analytics, and conduct as-needed studies;
- Assist City staff in stakeholder coordination as well as working with regional partners in flow data collection, modeling, and master planning;
- Perform ArcGIS desktop and ArcGIS Online tasks to update and maintain the City's SSMP geodatabase and online products;
- Documentation of flow data collection, flow data analysis, modeling, evaluation, and other efforts.

The Consultant will work with the City Project Manager to develop Task Order Proposals detailing the scope of work, schedule, fee, and deliverables for approval. Task Orders will be developed on an as needed basis and could potentially include the following:

### **Task 1. Project Coordination and Management**

Project coordination and management is a standard component in every Task Order. The consultant shall kick off the project, provide data gap analysis, lead progress meetings, provide issue identification and resolution. The Consultant's project manager shall provide meeting agenda, meeting materials (PowerPoint slides/visuals), and all other documents to facilitate effective discussion at each meeting. Meeting minutes, including presentation materials and action items shall be emailed to the team within 2 business days of each meeting. The consultant shall provide engagement and coordination with project stakeholders as directed. Stakeholders may include representatives from other City agencies such as DOTI Right-of-Way Development Services (DES), Denver International Airport (DEN), DOTI Wastewater Operations, as well as outside representatives such as Denver Water, Metro Water Recovery (MWR), Mile High Flood District (MHFD), or other relevant stakeholders.

### **Task 2. Management of Flow Monitoring Network**

The Consultant shall manage the City's existing flow monitoring network consisting of eight (8) ADS Triton+ flow meters and 3 rain gauges. Each flow monitoring site is equipped with supplemental noncontact area-velocity sensors for redundancy.

The consultant will also manage the relocation of the existing sites as well as adding new flow monitoring locations through temporary flow monitoring services on an as-needed basis. Responsibilities may include but not limited to the following:

- Provide short- and long-term flow monitoring strategy to meet the City's business needs.
- Desktop GIS/model analysis for site selection.

- Site visits to confirm sewer connectivity and evaluate hydraulic conditions for fitness.
- Permitting services to facilitate installation, removal (if temporary) and routine O&M. May include but not limited to ROW Occupancy Permit and Traffic Control Plan.
- Installation, in-situ calibration, and Site Reports (as-builts).
- Issue identification and resolution to maintain monitoring uptime.
- Scheduled maintenance and confirmations to safeguard data quality.
- Support, update, and maintenance of the Online Data Portal (ADS PRISM) and its applications including APIs.
- Flow monitoring to support the City's other hydraulic modeling needs, as necessary.

#### Task 3. SSMP Hydraulic Model Update

The Consultant shall provide hydraulic modeling services to update and calibrate the City's SSMP model. Calibration shall be conducted to reflect updated flow condition in the system based on flow monitoring and rainfall data from the flow monitoring network, as well as from other sources (such as MWR flow data and Vieux GARR precipitation). Model calibration shall be conducted following the same principal and methodologies as described in the SSMP report. System changes, such as newly constructed projects and other GIS conflicts shall be incorporated into the updated model based on best available information. Model calibration shall include both dry and wet weather components and shall be reflected in the current and future planning scenarios.

#### Task 4. GIS Support

The Consultant shall update SSMP geodatabase to maintain consistency with the latest SSMP models. The geodatabase includes manholes, conduits, external loading, large user/event center loading, TAZ, RDII basins, CIP projects and service areas, parcel and parcel-flow generations, meter locations and meter basins, and lift station and service areas.

#### Task 5. Capacity Evaluation and Flow Management Planning

The Consultant shall be tasked to provide services to support the City's review/potential update of the City's sanitary design criteria, review of development plans including evaluating development impact to the City's existing and proposed sewer infrastructure. As directed by the City project manager, tasks involved may include temporary flow monitoring, flow estimation/projection, hydraulic modeling, I/I analysis, existing and future capacity evaluation, capacity utilization tracking & dashboarding, technical guidance development, and other planning activities to help the City manage the anticipated growth. The Consultant shall provide stakeholder engagement including meeting participation, meeting document preparation, and providing technical memorandum to document analysis.

#### Task 6. SSMP Capital Improvement Plan Update

The Consultant shall update the Capital Improvement Plan (CIP) to reflect the updated Sanitary Sewer Master Plan models. It may include a comprehensive review and integration of the latest sewer system data and projections. This includes assessing current infrastructure, identifying sewers in need of upgrades, and prioritizing projects based on timing, criticality, cost-effectiveness, and long-term goals. The update shall incorporate modeling techniques to predict future demands and potential system changes, ensuring alignment with Denver's sanitary sewer design criteria, regulatory requirements, and community growth. The revised CIP shall provide detailed project descriptions, drivers, timelines, costs, and shall be incorporated into the SSMP geodatabase and DOTI's project management software (WCPMIS).

#### Task 7. Staff Augmentation Work

The Consultant shall perform as-needed staff augmentation work to support the City's sanitary planning needs.

Project deliverables may include but are not limited to the following:

- Kick off and progress meetings
- Meeting agenda, schedule update, and meeting summary
- Monthly invoicing with progress update
- Additional stakeholder engagement and meetings as needed
- Flow monitoring as-builts
- Flow monitoring data in electronic format
- Flow monitoring online portal update and maintenance
- Updated SSMP models
- Technical memo summarizing the model updates, flow projection, capacity evaluation studies, I/I studies, and other analysis performed under this contract
- SSMP CIP updates including GIS and technical memo summarizing the changes
- Cost estimation including timeline update in WCPMIS
- Online resource development may include ArcGIS Online and PowerBI modules
- Other project deliverables as defined in the Task Orders



**Exhibit B**

**Rates**

PRIME TEAM MEMBERS

Prime: **Stantec Consulting Services Inc.**

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

| Title/ Classification         | Responsibilities                                                      | \$ Rate/Hour |
|-------------------------------|-----------------------------------------------------------------------|--------------|
| Administrative                | Administrative                                                        | 133          |
| Jr. Project Manager Assistant | Administrative, internal process setup                                | 145          |
| Project Manager Assistant I   | Administrative, contract/invoice preparation                          | 166          |
| Project Manager Assistant II  | Administrative, contract/invoice preparation, program tracking        | 171          |
| Sr. Project Manager Assistant | Contract review/preparation, program oversight                        | 208          |
| GIS Lead (Principal)          | GIS services oversight, QA/QC                                         | 277          |
| GIS Analyst                   | GIS Services including geospatial mapping, visualization              | 183          |
| Professional                  | Non-engineering, professional studies and reports                     | 133          |
| Professional I                | Non-engineering, professional studies and reports                     | 145          |
| Professional II               | Non-engineering, professional studies and reports                     | 166          |
| Sr. Professional              | Non-engineering, professional studies and reports                     | 171          |
| Sr. Technical Editor          | Document preparation, QC, standards compliance                        | 208          |
| Jr. Engineer I - EIT          | Design, Modelling, Preparation of Engineering, and Inspection Reports | 171          |
| Jr. Engineer II - EIT         | Design, Modelling, Preparation of Engineering, and Inspection Reports | 183          |
| Engineer                      | Design, Modelling, Preparation of Engineering, and Inspection Reports | 193          |
| Engineer I                    | Design, Modelling, Preparation of Engineering, and Inspection Reports | 200          |
| Engineer II                   | Design, Modelling, Preparation of Engineering, and Inspection Reports | 208          |

| Title/ Classification | Responsibilities                                                            | \$ Rate/Hour |
|-----------------------|-----------------------------------------------------------------------------|--------------|
| Sr. Engineer          | Design, Modelling, Preparation of Engineering, and Inspection Reports       | 225          |
| Sr. Engineer II       | Design, Modelling, Preparation of Engineering, and Inspection Reports       | 237          |
| Project Manager       | Project management, scope and invoice preparation, budget management        | 249          |
| Sr. Project Manager   | Project management, scope and invoice preparation, budget management, QA/QC | 262          |
| Principal             | Resource allocation, contract management                                    | 306          |
| Technical Lead        | Technical oversight on delivery, resourcing, scope management, QA/QC        | 249          |
| Technical Advisor     | Technical oversight on delivery, resourcing, scope management, QA/QC        | 306          |

CCD will not compensate for expenses, such as postage, mileage, parking, or telephone costs. Reproductions, if requested by CCD, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by CCD 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: **Stantec Consulting Services Inc.**

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

Actual Costs

Item Charge Rate  
Copies (8 1/2 x 11”) \$\_\_\_0.10\_/ each  
Copies (8 1/2 x 14”) \$\_\_\_0.15\_\_\_/ each  
Red-line copies \$\_\_\_1.00\_\_\_/ S.F.  
Reproducibles \$\_\_\_5.00\_\_\_/ page

Subconsultant/Vendor Master Rate Sheet

PRIME CONSULTANT FIRM NAME: Stantec Consulting Services Inc.

VENDOR FIRM NAME: ADS

- All prices provided shall be firm and fixed for the specified contract period for all work performed as described in SCOPE OF SERVICES.
- The number of flow monitors, service duration and scope may vary in each Task Order. Appropriate category cost codes and respective unit costs shall be used to calculate the total flow monitoring service cost. The unit rates are established in Category A through H in the tables below. For example, cost code C4(b) is the unit cost (per month per site) when a task order has 8 flow monitoring locations with monitoring period between 2-3 months. The City reserves the rights to negotiate these rates after RFQ award.
- In addition to providing master rates, standard vendor scope of work summary shall be submitted as an attachment (not subject to page limitation) to describe all work included in each category.

Category A: Online Portal (PRISM) Data Access, Reporting and Delivery: \$3,375.00 / Year (Cost Code: A1)

Category B: Mobilization, demobilization, including all necessary city permitting, coordination, and traffic control as required

| Cost Code | No. of Sites in Task Order | Unit Cost (cost per site) |
|-----------|----------------------------|---------------------------|
| B1        | 1                          | \$7,800.00                |
| B2        | 2                          | \$4,000.00                |
| B3        | 4                          | \$2,100.00                |
| B4        | 8                          | \$1,263.00                |

Category C: City Owned Flow Monitor Investigations, Installation/Relocation, O&M, Data Analysis, and QA/QC

| Cost Code | No. of Sites in Task Order | Duration-based Unit Cost (cost per site per month) |                  |                  |
|-----------|----------------------------|----------------------------------------------------|------------------|------------------|
|           |                            | 1 month (a)                                        | 2 - 3 months (b) | 4 - 6 months (c) |
| C1        | 1                          | \$8,200.00                                         | \$8,100.00       | \$4,355.00       |
| C2        | 2                          | \$5,000.00                                         | \$4,532.00       | \$2,495.00       |
| C3        | 4                          | \$3,500.00                                         | \$3,202.00       | \$1600.00        |
| C4        | 8                          | \$4,433.00                                         | \$2,065.00       | \$1,520.00       |

Category D: Leased Flow Monitor Investigations & Installation, O&M, Data Analysis, and QA/QC

| Cost Code | No. of Sites in Task Order | Duration-based Unit Cost (cost per site per month) |                  |                  |
|-----------|----------------------------|----------------------------------------------------|------------------|------------------|
|           |                            | 1 month (a)                                        | 2 - 3 months (b) | 4 - 6 months (c) |
| D1        | 1                          | \$8,900.00                                         | \$8,501.00       | \$4,744.00       |
| D2        | 2                          | \$4,800.00                                         | \$5,138.00       | \$2,608.00       |
| D3        | 4                          | \$3,600.00                                         | \$2,811.00       | \$1,987.00       |
| D4        | 8                          | \$5,351.00                                         | \$2,456.00       | \$1,705.00       |

Category E: City Owned Rain Gauge Investigations, Installation/Relocation, O&M, Data Analysis, and QA/QC

| Cost Code | No. of Sites in Task Order | Duration-based Unit Cost (cost per site per month) |                  |                  |
|-----------|----------------------------|----------------------------------------------------|------------------|------------------|
|           |                            | 1 month (a)                                        | 2 - 3 months (b) | 4 - 6 months (c) |
| E1        | 1                          | \$1,105.00                                         | \$640.00         | \$525.00         |
| E2        | 2                          | \$835.00                                           | \$415.00         | \$310.00         |
| E3        | 4                          | \$705.00                                           | \$305.00         | \$202.00         |
| E4        | 8                          | \$640.00                                           | \$250.00         | \$150.00         |

Category F: Service Extension (Leased or Owned Flow Monitors)

| Cost Code | No. of Sites in Task Order | Duration-based Unit Cost (cost per site per month) |                   |                   |
|-----------|----------------------------|----------------------------------------------------|-------------------|-------------------|
|           |                            | 1 month (a)                                        | 2 to 3 months (b) | 4 to 6 months (c) |
| F1        | 1                          | \$4,000.00                                         | \$4,000.00        | \$4,000.00        |
| F2        | 2                          | \$2,200.00                                         | \$2,200.00        | \$2,200.00        |
| F3        | 4                          | \$1,450.00                                         | \$1,450.00        | \$1,450.00        |
| F4        | 8                          | \$1,500.00                                         | \$1,500.00        | \$1,500.00        |

Category G: Additional Services Excluding Tasks Listed In Categories A through F: Sites that require 2 crews.

| Cost Code | No. of Sites in Task Order | Duration-based Unit Cost (cost per site per month) |                   |                   |
|-----------|----------------------------|----------------------------------------------------|-------------------|-------------------|
|           |                            | 1 month (a)                                        | 2 to 3 months (b) | 4 to 6 months (c) |
| G1        | 1                          | \$10,340.00                                        | 9,941.00          | \$6,184.00        |
| G2        | 2                          | \$6,240.00                                         | \$6,578.00        | \$4,048.00        |
| G3        | 4                          | \$5040.00                                          | \$4,251.00        | \$3,427.00        |
| G4        | 8                          | \$6,791.00                                         | \$3,896.00        | \$3,145.00        |

Category H: Additional Services Excluding Tasks Listed In Categories A through G: I/I Report

| Cost Code | No. of Sites in Task Order | Duration-based Unit Cost (cost per site per month) |                   |                   |
|-----------|----------------------------|----------------------------------------------------|-------------------|-------------------|
|           |                            | 1 month (a)                                        | 2 to 3 months (b) | 4 to 6 months (c) |
| H1        | 1                          | \$150.00                                           | \$250.00          | \$300.00          |
| H2        | 2                          | \$75.00                                            | \$85.00           | \$100.00          |
| H3        | 4                          | \$100.00                                           | \$125.00          | \$150.00          |
| H4        | 8                          | \$150.00                                           | \$175.00          | \$200.00          |

**Subconsultant/Vendor Master Rate Sheet**Sub: R2O Consulting 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 Technical Advisor                | Technical oversight, QA/QC                                     | \$268    |
| Technical Advisor                       | Technical guidance, QA/QC                                      | \$156    |
| Senior Water Resource Engineer          | Technical modeling approach advisor(s)                         | \$153    |
| Water Resource Engineer                 | Model support, deliverable preparation                         | \$138    |
| Data Analyst                            | Flow monitoring data review, technical support, model analyses | \$122    |
| Water Resources Engineering/GIS Support | Model support, GIS support, deliverable preparation            | \$113    |
| Admin                                   | Deliverable formatting and preparation, Invoicing              | \$119    |

## **Exhibit C**

### **Key Personnel**

## Evaluation 2: Qualifications/experience of key personnel in the professional areas and similar projects.

### 1. Key personnel

We have provided brief biographies of our team's key personnel. Please find resumes for specific qualifications and work experience in the Appendix.

#### **Cody Charnas, PE – Principal-in-Charge/Contract Manager | 15% Availability (Stantec: Denver, CO)**

Cody is a Senior Principal and Practice Leader with 18 years of experience in wastewater planning and project execution. He began his career working with Carl on wastewater collection modeling. Cody has worked on wastewater master planning and flow monitoring in Colorado for Metro Water Recovery, the Cities of Greeley, Englewood, and Vail. As your single point of contact, Cody will conduct regular check-ins with CCD's leadership to make sure Stantec is meeting the City's goals and expectations. He is a Colorado licensed PE. 🇺🇸

#### **Ryan Tordella, PE – Project Manager | 50% Availability (Stantec: Denver, CO)**

Ryan is Senior Civil Engineer, Water with 11 years of experience in wastewater collections modeling, including modeling work and wastewater master planning for several utilities, such as the City of Greeley. Ryan has provided ongoing modeling support and analysis for utilities, including Albuquerque Bernalillo County Water Utility Authority. Ryan has experience with InfoWorks ICM, InfoSWMM and SWMM hydraulic models. The on-call modeling work has included evaluating impacts of proposed developments and looking at capacity impacts. His extensive master planning work focuses on CIP development based on modeling outcomes. Ryan will lead the Stantec

team and partner with CCD and Carl to deliver the project. He is a Colorado licensed PE. 🇺🇸

#### **Carl Chan, PE, D. WRE – Technical Lead | 45% Availability (Stantec: Indianapolis, IN)**

Carl is a Senior Principal and Wastewater Collections Lead with 24 years of water resources engineering experience in modeling stormwater and wastewater collection systems. Carl is an SME leader in SWMM. He is versed in various collection system modeling platforms, including EPA SWMM, PCSWMM, and InfoWorks ICM. As one of the original developers for EPA SWMM5, Carl served as Modeling Chair for the WEF Collection System Committee. He specializes in using hydraulic modeling to meet client's needs during planning and design of sanitary sewer collection projects. Carl will serve as the technical lead, partnering with CCD and Ryan to deliver the project to meet your goals and objectives. He is a Colorado licensed PE. 🇺🇸

#### **Lin Liang, PE, BCEE – Technical Advisor | 15% Availability (Stantec: Burlington, MA)**

Lin is a Vice President and Sector Leader for Stormwater and Wet Weather Flow with 25 years of experience managing and delivering complex wet weather, conveyance, and wastewater treatment programs and projects. As Stantec's North America Sector Leader for Stormwater and Wet Weather Flow, he brings in-depth knowledge of urban hydrology and hydraulics, open channel flows, urban flood risk mitigation, and comprehensive capital program planning. Lin will serve as the technical advisor for Ryan and Carl and will conduct regular check-ins with Jun on quality management.

#### **Michelle Peters, PE – Hydraulic Modeler | 40% Availability (Stantec: Denver, CO)**

Michelle is a Senior Process Engineer with 13 years of experience in water and wastewater

infrastructure projects, including extensive wastewater collections modeling and master planning for service areas up to 200 square miles. As project engineer, Michelle developed the basis of planning and assessing Metro's wastewater transmission system as part of their most recent Facility Plan and brings familiarity with the CCD collection systems. She has also worked extensively on Las Vegas' wastewater collections system model updating their existing model by developing scenarios, identifying deficiencies, and the proposed CIP. Michelle will work with Carl and serve as lead hydraulic modeler to support master plan updates and CIP development. She is a Colorado licensed PE. 🇺🇸

#### **Muralikrishna (Krishna) Chelupati, PE, ENV SP – Modeler | 40% Availability (Stantec: Cleveland, OH)**

Krishna is a Senior Associate and a Senior Civil Engineer with 19 years of experience in wet weather management and master planning of wastewater and stormwater collection systems, with an emphasis on H&H modeling. He deals with CSO abatement in combined sewer systems or inflow and infiltration (I/I) and SSO remediation in separated sanitary sewer systems or developing long-term control plans or basement flooding or surface flooding mitigation strategies. He uses InfoWorks CS/ICM, EPA SWMM5, PCSWMM, MIKE URBAN, InfoSWMM, InfoSewer, SewerGEMS, XPSWMM, and EPA SSOAP Toolbox software. Krishna will support Carl and Michelle with the hydraulic modeling, master plan updates, and CIP development.

#### **Rachel Sebian, PE – Modeler | 45% Availability (R20: Denver, CO)**

Rachel is a Water Resource Engineer for R20 Consulting LLC (R20) with over eight years of field H&H experience. Her work includes combined and

sanitary collection system analysis, stormwater and surface water modeling, master planning, and GIS analysis. Rachel is proficient in a variety of modeling platforms, including PCSWMM and Infoworks ICM. She leads large-scale sanitary sewer modeling and calibration efforts, including flow monitoring data collection, review, model builds and model calibration. Rachel is on Stantec's team to support CCD's SDMP updates. She is a Colorado licensed PE. 🇺🇸

#### **Erin Sturm, GISP – GIS Lead | 40% Availability (Stantec: Denver, CO)**

Erin is Senior Geographic Information Systems (GIS) Analyst with 10 years of experience. She brings expertise in the use of geographic mapping software and Esri's ArcGIS Online, web-based presentation application development, geodatabase development, data management, and spatial analysis. Erin has developed StoryMaps, Experiences, Survey 123 Forms, Field Maps, and Hub sites for municipalities across the country, most recently leading the GIS efforts for CCD's SDMP. This project combined desktop data updates, integrating CCD's ArcGIS Online hosted data services, and helps ensure deliverables are compliant with CCD's existing schema and standards requirements. Erin will lead the SSMP GIS updates to the geodatabase to align with the SSMP models.

#### **Matt Eichkorn – Flow Monitoring and Traffic Control and Planning | 30% Availability (ADS Environmental Services: St Louis, MO)**

Matt is a Key Account Manager for ADS Environmental Services (ADS). He has extensive knowledge with flow monitoring equipment, SCADA applications, long term flow monitoring networks, inflow and infiltration studies, and capacity analysis. He has worked closely with CCD over the

years to support the SSMP flow monitoring. In addition, Matt has worked throughout Colorado on other flow monitoring programs. Matt and Kyle Wulf (ADS) are familiar with CCD's flow monitoring needs and traffic control planning. ADS and Stantec have worked together on projects throughout the country.

### **3. Staffing Availability/Resources**

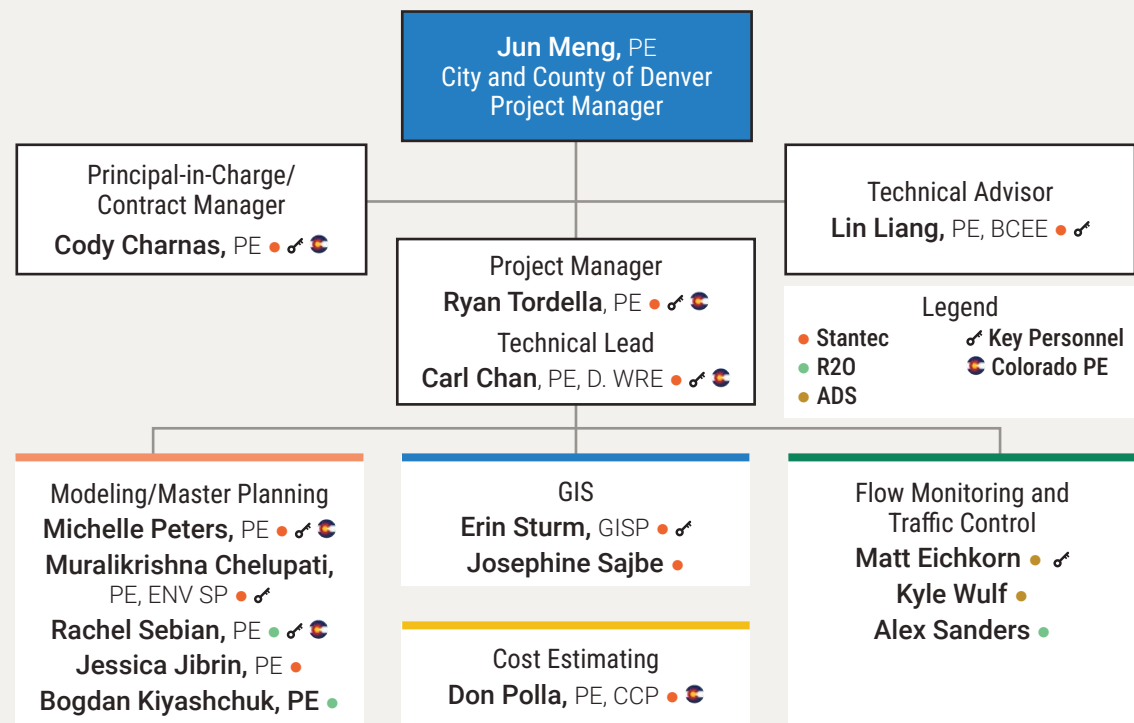
With a team of 32,000 global employees and 765 staff members within Colorado, Stantec has the flexibility to provide sufficient experienced personnel at all levels to help ensure CCD will have ample manpower to meet our current/projected

workload and anticipated availability to support CCD assignments.

### **Evaluation 3: Recent, current, and projected workloads of the firm.**

Our Organizational Chart represents the team key personnel and support staff, whom we selected based on their expertise, availability, and knowledge of CCD to efficiently and effectively deliver this project in the same professional manner we have supported your SDMP.

## **2. Team Organizational Chart**



## **Exhibit D**

### **ACORD Insurance Certificate**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2026

4/17/2025

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).

| <b>PRODUCER</b> Lockton Companies, LLC<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kcasu@lockton.com | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER B:</b> Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: center;">22276</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Travelers Property Casualty Company of America | 25674 | <b>INSURER B:</b> Berkshire Hathaway Specialty Insurance Company | 22276 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|------------------------------------------------------------------|-------|------------------------------------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE                                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Travelers Property Casualty Company of America                                                                        | 25674                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Berkshire Hathaway Specialty Insurance Company                                                                        | 22276                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b> STANTEC CONSULTING SERVICES INC.<br>1415077 410 17TH STREET<br>SUITE 1400<br>DENVER CO 80202-4427                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                                  |       |                                                                  |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** 19734185**REVISION NUMBER:** XXXXXXXX

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| 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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b><br><input checked="" type="checkbox"/> <b>XCU COVERED</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | Y        | 47- GLO-307584 -07                                                                  | 5/1/2025                | 5/1/2026                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                                                                                         | Y         | Y        | TC2JCAP- 8E086819-TIL-25<br>TJBAP- 8E086820-TIL-25                                  | 5/1/2025<br>5/1/2025    | 5/1/2026<br>5/1/2026    | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                               |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                         | Y         | Y        | 47- UMO-307585-07                                                                   | 5/1/2025                | 5/1/2026                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX                                                                                                                                                                             |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                        | Y/N<br>N  | Y        | UB- 3P635310-25-51-K (AOS)<br>UB-3P533004-25-51-R(MA, WI)<br>EXCEPT FOR OH ND WA WY | 5/1/2025<br>5/1/2025    | 5/1/2026<br>5/1/2026    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |

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

PROJECT NAME: CDOT STATEWIDE PROGRAM SPECIFIC BRIDGE AND TUNNEL ENTERPRISE PROGRAM SUPPORT ENGINEERING SERVICES. CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION****19734185**
 CITY AND COUNTY OF DENVER  
 EXEC. DIR. OF PUBLIC WORKS  
 201 WEST COLFAX AVE., DEPT 608  
 DENVER CO 80202-000

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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2025

9/5/2024

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| <b>PRODUCER</b> Lockton Companies, LLC<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kcasu@lockton.com | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b><br><br><table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: center;">22276</td> </tr> <tr> <td><b>INSURER B:</b> AIG Specialty Insurance Company</td> <td style="text-align: center;">26883</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company | 22276 | <b>INSURER B:</b> AIG Specialty Insurance Company | 26883 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
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| INSURER(S) AFFORDING COVERAGE                                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company                                                                        | 22276                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> AIG Specialty Insurance Company                                                                                       | 26883                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>1414100 STANTEC CONSULTING SERVICES INC.<br>410 17TH STREET<br>SUITE 1400<br>DENVER CO 80202-4427                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                                  |       |                                                   |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** 19734181**REVISION NUMBER:** XXXXXXXX

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| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                         | ADDL INSD | SUBR WVD | POLICY NUMBER                           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | NOT APPLICABLE                          |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/>             |           |          | NOT APPLICABLE                          |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                             |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                               |           |          | NOT APPLICABLE                          |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX                                                                                                                                                                            |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                             | Y / N     | N / A    | NOT APPLICABLE                          |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX                                                    |
| A        | Professional Liab                                                                                                                                                                                                                                                                         | N         | N        | 47-EPP-308810-06<br>NO RETROACTIVE DATE | 10/1/2024               | 10/1/2025               | \$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS                                                                                                                                                                                                   |
| B        | Contractors Pollution Liab                                                                                                                                                                                                                                                                |           |          | CPO8085428                              | 10/1/2023               | 10/1/2025               | \$3,000,000 PER LOSS/AGG                                                                                                                                                                                                                       |

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

PROJECT NAME: CDOT STATEWIDE PROGRAM SPECIFIC BRIDGE AND TUNNEL ENTERPRISE PROGRAM SUPPORT ENGINEERING SERVICES.

**CERTIFICATE HOLDER****CANCELLATION****19734181**
 CITY AND COUNTY OF DENVER  
 EXEC. DIR. OF PUBLIC WORKS  
 201 WEST COLFAX AVE., DEPT 608  
 DENVER CO 80202-000

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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