

ON-CALL PROFESSIONAL LAND SURVEYING SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER

and

WOOLPERT, INC.

Contract No. DOTI-202055536

THIS AGREEMENT (“Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a home rule municipal corporation of the State of Colorado, and **WOOLPERT, INC.** (the "Consultant"), an Ohio corporation, whose address is 4454 Idea Center Boulevard, Dayton, Ohio 45430-1500.

RECITALS:

1. The City, through its Department of Transportation and Infrastructure (the “Department”) desires to secure “readily available” professional land surveying services and related technical services to support the Department on an "as needed" basis; and

2. The Consultant represents that its owner(s) include a duly-licensed professional land surveyor of the State of Colorado, and that the Consultant has the present capacity, experience and qualifications to perform professional land surveying services for the City in connection with various City projects, as specified in this Agreement; and

3. In response to the City’s Request for Qualifications, the Consultant submitted a Qualifications Statement for such services to the City. The Consultant and the City have negotiated a Scope of Services and Fee Proposal for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

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

SECTION 1 – ENGAGEMENT

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

1.02 Line of Authority for Contract Administration. The City’s Executive Director of the Department of Transportation and Infrastructure (“Executive Director”) is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates the City Surveyor, or designee(s), as the Executive Director’s authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Consultant under this Agreement. The City Surveyor and from time to time in conjunction with the City’s Director of Real Estate, as applicable, shall be responsible for the day-to-day administration, coordination and

approval of work performed by the Consultant, except for approvals which are specifically identified in this Agreement as requiring the Executive Director's approval. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director's behalf by written notice to the 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 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.

SECTION 2 – CONSULTANT'S SERVICES

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

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill, training, diligence, and judgment provided by highly 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 further agrees to survey each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, of the City, state and federal government and all industry standards.
- (c) All professional services, surveys, drawings, specifications and other work, or deliverables provided under this Agreement for any specific project shall be adequate and sufficient for the project and its intended purpose.
- (d) The Consultant shall prepare the surveys and other documents as requested for each project 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 surveys, studies, drawings and specifications 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 project, must represent a thorough study and competent solution for the project as per usual and

customary professional standards and shall reflect all professional land surveying skills applicable to that phase of the project.

- (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. 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:

- (a) The Consultant agrees to discuss the City's program and budget for each assigned project with the City Surveyor and further agrees, unless it has notified the City in writing that the project cannot be accomplished within such budget, to accomplish the project within the intent of the program and final proposal cost. Should the Consultant determine that an assigned project cannot be accomplished within the final proposed cost, the Consultant shall immediately notify the City Surveyor, in writing, so that the project scope or project budget can be reviewed and modified, if necessary.
- (b) If the City requires the Consultant to prepare a formal and/or informal proposal with a maximum estimated fee, delineated scope of work and time schedule for a particular project, the Consultant agrees to complete the project within the limits of the approved final proposal cost and during the approved time schedule, unless otherwise modified by the City. Should all project work exceed such cost, the Consultant agrees to complete the project at no additional cost to City and, in a manner acceptable to the City. Notwithstanding the foregoing, the Consultant agrees and understands that the City may solicit formal and/or informal proposals in a "mini-bid" format for a particular project from all of its on-call professional land surveyors. The City may evaluate the proposals with criteria established by the City in its sole discretion and may award work on a particular project from the submitted proposals.

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.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City Surveyor, or as otherwise directed by the City. Such coordination may also include field and office reviews of surveys and other documents as required for any specific project. 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 outside subconsultants, professional land surveying personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit C**. 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 project 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 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 replace 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 of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.

- (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 project.
- (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 - General

- (a) The Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced land surveying personnel to support the Department's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved project proposal for the particular project 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 project to which it is assigned and its proposal is approved.
- (b) When directed by the Executive Director to perform under this Agreement on a particular project, the Consultant shall prepare a project specific proposal in accordance with the provided scope or description of Work for that project. A separate project specific proposal shall be prepared for each project for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) The maximum fee for the Consultant's proposed services.
 - (2) The surveying for the project if applicable.
 - (3) The additional services budget, if any, for the project.
 - (4) The budget for reimbursable expenses, if applicable.
 - (5) A description of the project and requested scope of work (the "Work").
 - (6) An agreed upon schedule for the Consultant's performance.
- (c) Upon approval by the Executive Director of a project proposal, the approval and appropriation of funding for such project, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with the approved project specific proposal.
- (e) The Consultant's basic services for each project to which it is assigned may consist of any of the services described in **Exhibit A**.
- (f) The Consultant shall obtain written authorization from the City before proceeding with each phase of each assigned project.

- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned project. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of work or number of projects assigned under this Agreement.
- (h) If a project which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the project specific proposal for such project, and included in the Consultant's basic services responsibilities for such project.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific: All of the services described in this Section 2.07, unless specifically noted as omitted in the project specific proposal for a specific project, are included in the Consultant Basic Fee for each project to which the Consultant is assigned.

(a) Programming and Investigation Phase:

- (1) The Consultant shall attend such conferences as may be required for a complete understanding of each project, and the Consultant shall document all such conference notices and distribute minutes of such conferences to the City.
- (2) The Consultant shall perform all additional research or investigation it deems necessary to ensure a complete understanding of the project.
- (3) The Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific project based on the information provided by the City.
- (4) The Consultant shall then review with the City the project requirements with the City to confirm its understanding of the project, budget and any applicable limitations.
- (5) The Consultant shall also prepare preliminary specifications, when specifically requested, for each project. The Consultant must ensure that existing standard details and technical specifications for specific requesting agencies are strictly followed. Alteration and editing of existing standards is not acceptable. project specific alterations which are necessary to existing standards must be addressed using revision sheets.
- (6) The Consultant shall provide a proposed project time schedule, including key dates and milestones.
- (7) The Consultant shall also provide, as part of this phase, all applicable services referenced in **Exhibit A**.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its service 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 basic services rendered for a particular project, either a maximum basic services fee, to be set forth in each approved project, proposals prepared prior to commencement of any and all work under this Agreement, 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 project proposal 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. Reproduction of submittals requested by the City are not included in the hourly rates, and will be itemized as part of each on-call work order as a not-to-exceed reproducible expense.

3.03 Additional Services: The Consultant shall be compensated for any previously approved additional services performed for any assigned project, subject to the terms and conditions set forth herein and an additional services budget limits for that specific project.

3.05 Special Services: Subject to prior approval of such costs by the Executive Director, the Consultant shall be paid its actual costs for special supplies or services and when applicable for Consultant's actual time spent overseeing work not included within either the services listed in **Exhibit A** or any other exhibits for individual projects subsequently incorporated herein, but which the City specifically directs the Consultant to provide under this Agreement.

3.06 Invoices: The Consultant shall invoice and be paid monthly in proportion to the progress of the work on each assigned project. 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 by the parties and signed by the signatories to this Agreement in accordance with Section 5.29. The Consultant shall maintain hourly records of the time worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated as necessary to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City Surveyor, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned project, shall not be made until after the project is accepted, all guarantees, certificates of completion, and record drawings and support documentation are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the Consultant. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.

3.07 Maximum Contract Amount; Funding:

- (a) 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 **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 U.S. DOLLARS (\$2,500,000.00)**. 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.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular projects assigned to the Consultant under this Agreement for the particular year(s) in which this Agreement is in effect, and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned project, at the time it accepts each proposal for a specific project. The Executive Director, 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 a specific project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific project to exceed the amount appropriated for the Consultant's work on a specific project is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Executive Director 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 project are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the 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 stated on the City's signature page and shall expire three years after that date, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this Agreement and the term will extend until the work is completed or earlier terminated by the 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, in the sole discretion of the Executive Director. 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, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the 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 surveys, drawings, specifications, and other documents relating to the design or 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 to, delivery of surveys, drawings, specifications, 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 available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Consultant at all times. However, the City does not guarantee the accuracy 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 or inappropriate to the design or

construction of the project.

- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Consultant.

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

5.03 Minority and Women Business Enterprise (MWBE) Requirements

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "MWBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 15%.

(b) Under § 28-68 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications, or as otherwise described in § 28-70 D.R.M.C. The Consultant acknowledges that:

- (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63 D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- (3) If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications 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 project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73 D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) For contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.
- (6) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

- (7) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

5.04 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.

5.05 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 time comply with Denver Revised Municipal Code 20-276.

5.06 Assignment and Subcontracting: 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 or subcontracting 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 subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

5.07 No Discrimination in Employment: In connection with the performance of work under the 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, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.08 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 the 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, Professional Liability, and Excess Liability/Umbrella (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation: For all coverages, 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. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
- (j) Additional Provisions:
- (1) For Commercial General Liability, the policies must provide the following:
 - (a) That this Agreement is an Insured Contract under the policy;
 - (b) Defense costs in excess of policy limits;
 - (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (2) For claims-made coverage:
 - (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided

to the City, whichever is earlier.

- (b) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.09 Defense and Indemnification:

- (a) Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- (b) Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5.10 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.*

5.11 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
- Exhibit D
- Exhibit C
- Exhibit B
- Exhibit A

5.12 When Rights and Remedies Not Waived: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

5.13 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).

5.14. 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, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- (b) The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would

affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

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

5.16 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.

5.17 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.

5.18 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 D.R.M.C. § 20-107, et seq. The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

5.19 Proprietary or Confidential Information:

- (a) City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may 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 may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other 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. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Consultant's Information: The City agrees during the term of this Agreement and thereafter, to hold the Consultant Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, subject to applicable law. The

parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2019). In the event of a request to the City for disclosure of such information, the City shall advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

5.20 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.

5.21 No Employment of Illegal Aliens to Perform Work Under the Agreement:

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

5.22 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 D.R.M.C. § 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.

5.23 Waiver of C.R.S. 13-20-802, et seq.: The Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 *et seq.*) relating to design defects in any project under this Agreement.

5.24 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
Attn: Executive Director
201 West Colfax Avenue
Dept. 608
Denver, Colorado 80202
- with a copy to: City Attorney’s Office
201 West Colfax Avenue
Dept. 1207
Denver, Colorado 80202
- to the Consultant: Woolpert, Inc.
116 Inverness Drive East, Ste 107
Englewood, Colorado, 80112-5125

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 consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Contract Control Number: DOTI-202055536-00
Contractor Name: Woolpert, 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-202055536-00
Woolpert, Inc.

By:  DocuSigned by:
95E0BB89EEBC48A...

Name: Thomas Ruschkewicz
(please print)

Title: Roads & Bridges Geospatial Practice Leader
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A Scope of Work

The Consultant's basic services for each project to which it is assigned may consist of any one or combination of the following: Boundary surveys, including land survey plats and ALTA/ACSM land title surveys, right-of-way surveys, ownership maps, monumentation diagrams, aerial surveys, topographic surveys, construction layout, as-built surveys, subsurface utility engineering surveys, updating existing surveys, preparing legal descriptions, preparing Subdivision Plats, locating improvements, determining property lines, providing survey related GIS services, and various other additional survey related matters.

The successful Professional Land Surveying Services firms will possess proper expertise for all various scopes of work outlined within this request for qualifications whether provided directly by a Prime Consulting firm or provided by one of their Sub-consultants working with them to support all facets of the various work scopes.

Exhibit B
Consultant's Rates

ATTACHMENT 1

CONSULTANT TEAM MEMBERS

Prime Consultant: Woolpert, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Group Manager	Manages group resources to meet group goals.	\$200
Project Manager	Responsible for project planning, scheduling, monitoring, reporting and client correspondence.	\$180
Project Surveyor	Responsible for performing advanced surveying work including formulating deliverables, and project reporting.	\$140
Survey Technician	Responsible for performing tasks in the field. Typically referred to as Party Chief.	\$105
CADD Technician	Responsible for performing basic drafting tasks.	\$95
1-Man Field Crew	Party Chief responsible for performing tasks in the field, including collection of survey data.	\$110
2-Man Field Crew	Responsible for performing tasks in the field, including collection of survey data. Including a Party Chief.	\$180
3-Man Field Crew	Responsible for performing tasks in the field, including collection of survey data. Including a Party Chief.	\$245
Clerical	Administrative support duties.	\$65
Senior Photogrammetric Tech	Responsible for providing photogrammetric and remote sensing collection overview of the project.	\$110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.25.

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

REIMBURSABLE EXPENSES

Prime Consultant: Woolpert, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each (color \$0.5 / each)
Copies (8 1/2 x 14")	\$ <u>0.10</u> / each
Red-line copies	\$ <u>0.12</u> / S.F. (blueprints)
Reproducibles	\$ <u>1.00</u> / page (mylar prints / sf)

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Dir.of Survey/Mapping	Manages projects/perform survey and ROW work.	\$130
Project Surveyor	Manages projects/day-to-day field operations/surveying.	\$105
Survey Technician	Performs all types of surveying required for completion.	\$85
Party Chief	Performs field work and coordination.	\$85
Instrument Operator	Assists Party Chief in performing field work/coordination.	\$60
Administrative	Performs administrative duties.	\$60
Survey Crew (2-Man)	Performs field work and coordination.	\$145
Survey Crew (1-Man)	Performs field work and coordination.	\$120
Survey Crew (3-Man)	Performs field work and coordination.	\$220

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7.

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

REIMBURSABLE EXPENSES

Sub-Consultant: 105 West, Inc.

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

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub-Consultant: Eugene Lynne, LLC

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.50</u> / each
Copies (8 1/2 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>2.50</u> / S.F.
Reproducibles	\$ <u>15.00</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: SurvWest, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer	Oversight of engineering design and quality.	\$205
Project Manager	Oversight of project schedule/budget, scope execution.	\$175
Project Engineer	Performs design and engineering calculations.	\$160
Junior Engineer	Assists with calculations under PE supervision.	\$130
Engineer-in-Training	Assists with calculations under PE supervision.	\$110
Engineering Technician	Designs, plans, executes projects; advanced CAD skills.	\$100
Field Coordinator	Oversight of field activities, high equipment knowledge.	\$150
Senior Designator	Oversight of designations, high equipment knowledge.	\$120
Junior Designator	Performs designations, operates equipment.	\$90
Sr. Locator/Vac Truck	Performs test hole/locating, operates equipment.	\$80
Jr. Locator/Vac Truck	Performs test hole/locating, operates equipment.	\$65
Principal Surveyor	Oversight of survey process, deliverables review.	\$156
Sr. CAD Technician	Performs drafting of technical drawings.	\$100
Jr. CAD Technician	Performs drafting of technical drawings.	\$85
Office Surveyor	Processes field survey data, directs staff.	\$145
Sr. Field Surveyor	Performs field survey activities.	\$105
Jr. Field Surveyor	Performs field survey activities.	\$90

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1.

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

REIMBURSABLE EXPENSES

Sub-Consultant: SurvWest, LLC

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.69</u> / each
Copies (8 1/2 x 14")	\$ <u>0.83</u> / each
Red-line copies	\$ <u>0.69</u> / S.F.
Reproducibles	\$ <u>5.00</u> / page

Dave Kuxhausen, PLS (Woolpert)**Survey Discipline Leader**

Dave directs and oversees Woolpert's survey operations nationwide. In addition to specializing in geospatial projects that involve surveying and photogrammetric/LiDAR applications, utility infrastructure management, boundary mapping and aeronautical surveys, he brings a specialty in high-precision geodetic control surveys for federal and state clients. David has been with Woolpert since 1998. He has helped to develop Woolpert into one of the leading providers of geospatial services having served as one of the technology leads for the survey service line in the development of field and office procedures that are applied to benefit efficiency and quality for GPS, conventional survey, and photogrammetric projects. Dave has extensive experience working on survey projects in Denver.

Project Experience

- **Garfield Neighborhood Bikeway Phase 2, Denver, CO**
- **Catwalk Road Boundary and ROW, Federal Hwy Admin., Denver, CO**
- **Bellevue Road Mobile LiDAR, CDOT, Denver, CO**
- **Bible Park Pedestrian Bridge Replacement, Denver, CO**
- **US-550 Ridgway North Treatment, Ridgway, CO**
- **I-70 WB and Clear Creek Greenway WB, Clear Creek County, CO**
- **I-70 over 32nd Avenue Bridges Survey, Wheat Ridge, CO**
- **I-70 Floyd Hill to Empire Mapping, CDOT, Clear Creek County, CO**
- **State Hwy 17 Mobile LiDAR/Ground TMOSS, Alamosa, CO**
- **US-85 Highlands Ranch Parkway Surveys, Highlands Ranch, CO**
- **Wolcott Interchange/US-6 Improvements, Wolcott, CO**

**Experience**

20 years

Registration

PLS-CO #38296

MembershipProfessional Land
Surveyors of Colorado**Mike Harding, PLS** (Woolpert)**Project Surveyor**

Mike has 23 years of experience in directing survey crews to complete all types of ground surveying in challenging environments while maintaining quality and safety. He works effectively with federal, state and local agencies. Mike conducts necessary research into private and public records to leverage existing property control data (easements, monuments, plats, etc.). He is proficient with Leica GPS, MicroStation, Terrain Modeling Survey Systems (TMOSS), InRoads, AutoCAD land development software and Esri ArcMap/ArcView.

Project Experience

- **Federal Blvd. Resurfacing and ADA Ramp Replacement, Denver, CO**
- **I-25 Crystal Valley West Side ROW Plans, Town of Castle Rock, CO**
- **US-550 Ridgway North Treatment, Ridgway, CO**
- **I-70 over 32nd Avenue Bridges Survey, Wheat Ridge, CO**
- **I-70 WB and Clear Creek Greenway WB, Clear Creek County, CO**
- **Range Point Land Corner Restoration Survey, Denver, CO**

**Experience**

23 years

Education

BS, Geography

Registration

PLS-CO #38486

MembershipProfessional Land
Surveyors of Colorado

Brandon Lee, PLS (Woolpert)

Project Surveyor

Brandon has extensive experience in boundary surveys, right-of-way surveys, horizontal and vertical control surveys, geodetic leveling, and topographic surveying. He has developed CDOT-complaint right-of-way plans including ownership/title research, coordinate geometry, and writing legal descriptions. Brandon is excellent at coordinating with the survey crew, engineers, and client on preparation of deliverables. He is also a member of Professional Land Surveyors of Colorado.

Project Experience

- Access Easements, Land Surveying On-Call Contract, Statewide CO
- Bible Park Pedestrian Bridge Replacements, Denver, CO
- US-550 Ridgway North Treatment, Ridgway, CO
- Federal Boulevard Resurfacing and ADA Ramp Replacement, Denver, CO
- I-70 over 32nd Avenue Bridges Survey, Wheat Ridge, CO



Experience

21 years

Education

BS, Survey and Mapping

Registration

PLS-CO #37894

Daniel Kuxhausen (Woolpert)

Party Chief

As Survey Party Chief, Daniel performs necessary field calculations to perform construction staking; data reduction of field collected data; necessary documentation of field work to effectively communicate project information; limited document research including obtaining tax maps, survey records, deeds and utility maps; uses CAD tools to view and assimilate data collected and to compile survey plans; and provides QA/QC of all data recorded and collected. His past project history includes many key contracts with CDOT, and he has served as a survey technician and party chief on 70+ projects.

Project Experience

- Bible Park Pedestrian Bridge Replacements, Denver, CO
- Eugene Field Parking Lot Improvements, Denver, CO
- US-550 Ridgway North Treatment, Ridgway, CO
- Federal Boulevard Resurfacing and ADA Ramp Replacement, Denver, CO



Experience

21 years

Registration

FAA IDLE, National #

20100609-00007

Robert Brooks, CP (Woolpert)

Photogrammetry

Robert is a Senior Mapping Specialist and has been with Woolpert for more than 30 years. He is responsible for technical oversight, technical initiatives, and process design within the photogrammetric compilation department in our Denver office. He works with our software vendors and technology support groups to create efficient, high-quality and concise compilation procedures that are disseminated across Woolpert's production offices. Robert is skilled in digital photogrammetric compilation, analytic triangulation, softcopy triangulation, programming, and systems management.

Project Experience

- US-550 Ridgway North Treatment, Ridgway, CO
- Federal Boulevard Resurfacing and ADA Ramp Replacement, Denver, CO
- I-70 over 32nd Avenue Bridges Survey, Wheat Ridge, CO
- US-285 South Fork Bridge Replacement, Fairplay, CO
- I-70 WB and Clear Creek Greenway WB, Clear Creek County, CO



Experience

30 years

Membership

American Society of
Photogrammetry and
Remote Sensing

Corey Ochsman (Woolpert)

Aerial and Terrestrial LiDAR

Corey is the Team Leader for aerial and terrestrial, mobile LiDAR. He has operated LiDAR and imagery sensors onboard manned aircraft and remotely on large unmanned aerial systems (UAS) and has processed both LiDAR and imagery data to produce Digital Elevation Models and orthoimagery. Corey's experience includes using LiDAR to do analyses for inundation, slope, line of sight, and helicopter landing zone, and he has also used orthoimagery to extract feature data to produce cartographic products.

Project Experience

- **Federal Boulevard Resurfacing and ADA Ramp Replacement, Denver, CO**
- **Arapahoe County (67 square miles) Aerial LiDAR Production w/ Aero-Graphics, CO**
- **Denver International Airport Concourse A LiDAR Scanning, Denver, CO**
- **San Juan National Forest Aerial LiDAR Collection, U.S. Geological Survey, CO**



Experience

10 years

Education

BA, Geography

Jon Withers (Woolpert)

Mobile Mapping LiDAR

Jon is responsible for all aspects of Woolpert's mobile LiDAR mapping and also handles 3D scanning services, including planning, processing, and production. He has 21 years of LiDAR, photogrammetry, and conventional surveying experience, with a strong focus on DOT-related projects, workflows and deliverables. Jon has been a key team member on a number of CDOT road survey projects using mobile LiDAR and terrestrial scanning systems to collect high-density LiDAR and high-resolution imagery used to complete road surface modeling and feature extraction.

Project Experience

- **Range Point Land Corner Restoration Survey, Denver, CO**
- **Federal Boulevard Resurfacing and ADA Ramp Replacement, Denver, CO**
- **I-70 Floyd Hill to Empire TMOSS Survey and Mapping, Clear Creek County, CO**
- **SH-17 Hooper North Moffat, US-285 Widening Surveys, Alamosa, CO**



Experience

21 years

Education

AAS, CADD Drafting

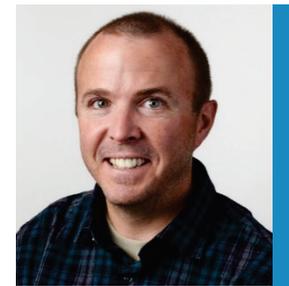
Mike Schneider, CLT (Woolpert)

LiDAR Production

Mike is responsible for processing, editing, calibrating, classifying, and performing quality control of LiDAR data. He is proficient in GIS mapping and LiDAR processing software to include TerraScan, TerraModeler, GeoCue, Global Mapper, MicroStation, AutoCAD, Leica GeoSystems, and Woolpert's proprietary lidar software. Mike is experienced in delivering LiDAR data in various formats, such as LAS, ASCII, binary, and numerous Esri formats including file geodatabases. Furthermore, he is experienced in the generation of DTMs, DEMs, contours, SUE drawings, and utility relocation drawings.

Project Experience

- **Arapahoe County (67 square miles) Aerial LiDAR Production w/Aero-Graphics, CO**
- **San Juan National Forest Aerial LiDAR Production, U.S. Geological Survey, CO**
- **South Platte Basin Aerial LiDAR Production, U.S. Geological Survey, CO**
- **Mesa County (3,341 square miles) Aerial LiDAR Production, USGS, CO**



Experience

19 years

Education

BS, Geographic Information Systems

Registration

ASPRS-Certified LiDAR Technologist, #021LT

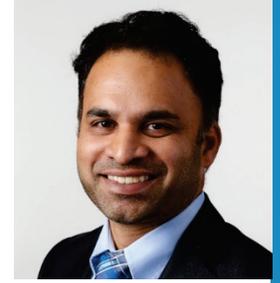
Radha Kandukuri, CP, CMS (Woolpert)

Photogrammetry

Radha is a senior Certified Photogrammetrist (CP) with an extensive background in acquiring, monitoring and producing the orthophotography process. He conducts field surveys, completes photogrammetric processing, leverages oblique imagery and feature attributes, prepares tile layouts, provides quality assurance and quality control, and utilizes flight equipment to gather aerial imagery. For aerial triangulation, Radha ensures all flight lines are acquired, determines whether any re-flying is necessary, and exports stereo imagery in the required format. He is also a Certified Mapping Scientist (CMS) and a member of the American Society of Remote Sensing and Photogrammetry.

Project Experience

- **Federal Boulevard Resurfacing and ADA Ramp Replacement, Denver, CO**
- **Crystal Valley Frontage Road Segment 1B, Town of Castle Rock, CO**
- **I-80/81 Bridge Program Photogrammetric Services, PennDOT, PA**
- **UAS Pilot Missions for Newly Construction Ponds, VDOT, Midlothian, VA**



Experience

17 years

Education

MS, Geology

Registration

CP-National #1439

CMS-National #RS197

Zach Shuman (Woolpert)

UAS Operations

Zach has an extensive knowledge of ground and flight operations, predominantly for Unmanned Aerial Systems (UAS). He has increased Woolpert's UAS capabilities as a data collection firm and industry-leading consultant. Zach participates in UAS mission planning, execution and briefing, ground crew resource management, and safety measures. He obtained certificates in UAS Application and for Emergency Management and Homeland Security from Florida State University. Currently, he is working with the Indiana DOT to implement a UAS program at their headquarters, engaging with stakeholders to create standard operating procedures, safety protocols, UAS demonstrations, and training.

Project Experience

- **Crystal Valley Frontage Road Segment 1B UAS Flights, Town of Castle Rock, CO**
- **UAS Integration Program Standard Operating Procedures, INDOT, IN**
- **UAS Pilot Missions for Newly Construction Ponds, VDOT, Midlothian, VA**
- **Lawrenceville Quarry UAS Data Collection, Edgerton, VA**



Experience

5 years

Education

BS, Political Science

Registration

FAA Part 107 Remote

Pilot, National #4167981

Robert Maestas, PLS (105 West)

Project Surveyor

Robert brings 34 years of surveying experience in boundary, topographic, and right-of-way services. He develops and creates right-of-way plans, survey control diagrams, and ownership maps, and also sets aerial aping control. Robert has been project manager and responsible surveyor in charge on numerous City and County of Denver projects.

Project Experience

- **Public Infrastructure TOD, 38th & Blake St. Area Station Survey Control, Design Survey, Subsurface Utility Locating, and Ownership Mapping, CCD, Denver, CO**
- **Traffic Signal Upgrade – Mill Levy 7A Package Survey Control, Design Surveys, Subsurface Utility Locating, Ownership Mapping, CCD, Denver, CO**
- **Arapahoe/Lawrence Street-Denver Moves Bike Lanes SUE, CCD, Denver, CO**



Experience

34 years

Education

BS, Surveying/Engineering

Registration

PLS-CO #34986

Richard Muntean, PLS (105 West)**Project Surveyor**

Richard has over 22 years of surveying experience in boundary, topographic, and right-of-way surveying. He has been with 105 West for eight years. Richard's expertise includes right-of-way plans, topographic design surveys, geodetic control networks, ownership maps, data processing and project management. He is recognized in his profession as a leading software authority. Richard's software expertise includes AutoCAD Civil 3D, MicroStation, and Trimble Business Center.

Project Experience

- **Brighton Boulevard (29th St. to 44th St.) Survey Control, Design Surveys, SUE, Ownership Mapping, Right-of-Way Plans, CCD, Denver, CO**
- **16th Street Mall Alternative Analysis/Environmental Clearance, Survey Control and Design Surveys, CCD, Denver, CO**
- **39th Ave Greenway Survey Control, Design Surveys, SUE, Ownership Mapping, ALTA Surveys, and Legal Descriptions, CCD Twin Basins, CO**

**Experience**

22 years

Education

BS, Surveying

Registration

PLS-CO #38189

Heath Hildebrand, PLS (Eugene Lynne)**Project Surveyor**

Heath is a principal surveyor focused on leading the next generation of engineers with his field and office survey experience. He is skilled in a variety of survey types including planimetric, utility, topographic, boundary, and right-of-way. Heath also provides control networks, record research, datum transformations, and mapping on projects. He is proficient with industry-standard field instrumentation and office software. Heath is focused on data management as a key element of project success and stays up-to-date with the latest technologies and surveying techniques to help ensure accurate deliverables for clients.

Project Experience

- **Iowa Underpass Boundary, Planimetric, and Design Survey, Denver, CO**
- **Ramp Reconstruction Monumentation Perpetuation Survey, Denver, CO**
- **On-Call Survey Dept. Program Management Services, CCD, Denver, CO**
- **Central & Smiley Library Renovations Topo/Utility Mapping, CCD, Denver, CO**

**Experience**

22 years

Education

BS, Geology

Registration

PLS-CO #38211

Andrew Salva, PLS (Eugene Lynne)**Project Surveyor**

Andrew has over 13 years of experience in survey services. He is knowledgeable and practiced in a wide range of survey types including civil design surveys, monitoring, geospatial control networks, construction layout, tidal surveys, boundary retracement and analysis, preparing property descriptions, and environmental surveys. Andrew is also skilled in aerial, terrestrial, and mobile LiDAR mapping.

Project Experience

- **Iowa Underpass Boundary, Planimetric, and Design Survey, Denver, CO**
- **Ramp Reconstruction Monumentation Perpetuation Survey, Denver, CO**
- **Central & Smiley Library Renovations Topo/Utility Mapping, CCD, Denver, CO**
- **16th and Stout/California Rail Replacement Construction Layout, Denver, CO**
- **Timber Bridge Replacement Aerial LiDAR/Design Survey, CDOT Region 4, Eastern CO**

**Experience**

13 years

Education

BS, Civil Engineering

Registration

P-CO #38700

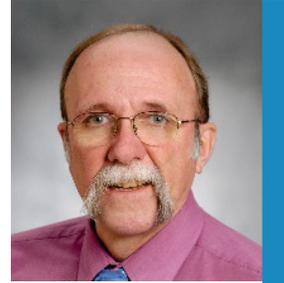
Gary Gable, PLS (SurvWest)

Project Surveyor

Gary of SurvWest has 46 years of experience in surveying, with 26 of those years spent in the transportation industry. His expertise includes survey, mapping, and geomatic for CDOT and FHWA right-of-way projects, railroad right-of-way retracement, and right-of-way acquisition. He has been involved of every aspect of these projects, from the field effort to project management and team oversight. Gary has utilized his surveying experience with the railroad on many complex pipeline and highway projects, and construction management that interfaced with the railroad industry. He is a past director of Professional Land Surveyors of Colorado.

Project Experience

- **National Western Center Design On-Call, City and County of Denver, CO**
- **Santa Fe Mixed Use Development-Waterline Replacement, Denver, CO**
- **West Corridor 13-mile Light Rail R/R Coordination and ROW, Denver, CO**
- **Central Platte Valley Survey and Railroad Coordination, Denver, CO**
- **Raw Water Pipeline Survey, SUE, and ROW Services, Brighton, CO**



Experience

46 years

Education

BS, Geological Engineering

Registration

PLS-CO #24662

Julie Curnutte, PE (SurvWest)

SUE Manager

Julie of SurvWest has extensive experience in analyzing and designing residential and commercial site development projects. She is knowledgeable of all aspects of CDOT public transportation projects, including CDOT transportation erosion control and stormwater management, drainage, and utility coordination projects. She is a Certified CDOT Transportation Erosion Control Supervisor.

Project Experience

- **University Blvd. On-Ramp to I-25 Westbound SUE Services, Denver, CO**
- **Big Dry Creek at Progress Park Engineering and SUE Services, Littleton, CO**
- **Mountain View Road Water Main Replacement SUE Services, Manitou Springs, CO**



Experience

30 years

Education

BS, Civil Engineering

Registration

PE-CO #30225

Exhibit D

Exhibit on Following Page

