

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

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **HNTB CORPORATION**, a Delaware corporation registered to do business in Colorado, with an address of 715 Kirk Drive, Kansas City, MO 64105 (the "Design Consultant" or "Consultant" and referred to herein, together with the City, as the "Parties" or each individually as a "Party").

RECITALS

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

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

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

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

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant with respect to the furnishing of professional design services under **Exhibit A**, attached hereto and incorporated herein, on an on-call basis and as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure ("DOTI") ("Executive Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director shall designate a DOTI Project Manager ("Project Manager") as the Executive Director's authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and final approval of the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Executive Director's approval. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director's behalf by written notice to the Design Consultant.

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

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility; Project Requirements.

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

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

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

2.03 Program and Budget.

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

2.04 Coordination and Cooperation.

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned Task Order. Such coordination shall consist of regular progress and review meetings with the City, work sessions with DOTI, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City upon request.

2.05 Personnel Assignments.

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

- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved Key Personnel or a subconsultant is not acceptable, they shall notify the Design Consultant and give the Design Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, they may require the Design Consultant to reassign or replace such key personnel. If the Executive Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a Task Order to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Project Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete résumés, hourly rates, and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Project Manager before they are assigned to a specific Task Order.
- (k) The Project Manager shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Project Manager receives the list of changes. If the Project Manager does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

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

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

- (1) The maximum fee for the Design Consultant's basic services.
- (2) The Supplemental Services budget (not to exceed 10% of the proposed fee), if any, for the Work Project.
- (3) The budget for reimbursable expenses if applicable.
- (4) A description of the project and requested scope of work (the "Work").
- (5) An agreed upon schedule for the Design Consultant's performance.
- (6) A lump sum maximum price for all of the Design Consultant's Work.
- (7) An Itemized Hourly Estimate per the Key Personnel and Rate Schedule in **Exhibit B**, unless waived by the Executive Director.

(c) Upon approval by the Executive Director of a Task Order proposal, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed, the Design Consultant shall proceed to perform required Work.

(d) The assigned Work shall be performed in conformance with the approved Task Order-specific proposal upon approval of the proposal.

(e) The Design Consultant's basic services for each Task Order to which it is assigned may consist of any one or combination of the phases described below and shall include, but is not limited to planning, architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements as appropriate to each phase of each project and the services described in **Exhibit A**.

(f) The Design Consultant shall obtain written authorization from the Project Manager before proceeding with each phase of each assigned Task Order.

(g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned Task Order. Further, nothing in this Agreement shall be construed as guaranteeing the Design Consultant any minimum amount of Work or number of projects assigned under this Agreement.

(h) If a Task Order which is assigned to the Design Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference is incorporated into the project-specific proposal for such project, and included in the Design Consultant's basic services responsibilities for such project.

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

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

(a) Programming and Investigation Phase:

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

(b) Planning/Concept Design Phase:

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

(c) Design Development Phase:

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

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

- (ii) Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
- (iii) Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment, and plumbing and heating, where applicable.
- (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
- (v) Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas mains and electrical services as needed for the construction of the project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
- (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.

- (5) The Design Consultant shall prepare preliminary specifications which shall include general requirements and special conditions (DOTI) standards and project specific needs.
- (6) The Design Consultant shall provide a proposed project time schedule, including key dates and milestones.
- (7) The Design Consultant shall prepare a Statement of Probable Construction Cost which shall be calculated by the Design Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications reflecting estimated project construction costs and taking into account construction components utilized in the project design.
- (8) The Design Consultant shall provide all services necessary for successful completion of the approved project-specific proposal.

(d) Construction Documents Phase:

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

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

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

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

(e) Bidding Phase:

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

- (vii) Performing all services included in the applicable portions of the applicable approved project-specific proposal.
- (4) Value Engineering: The Design Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the project back into budget if there is a budget shortfall.

(f) Construction Administration Phase:

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

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

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

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

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

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

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

2.08 Surveying and Testing.

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

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

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

2.09 Compliance with M/WBE Requirements.

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

CATEGORY DESCRIPTION	MWBE COMMITMENT %
Category 13 Project/Program Management	25%

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

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

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

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

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

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

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

3.04 Invoices. The Design Consultant shall invoice and be paid monthly in proportion to the progress of the Work on each assigned Task Order. Such invoices shall reflect the Design Consultant's actual hours, rates, personnel, sub-consultant costs and reimbursable costs, and shall be based on the hourly

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

3.05 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the Parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)**. In no event shall the maximum payment to the Design Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular Task Orders assigned to the Design Consultant under this Agreement for the particular year(s) in which this Agreement is in effect and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Design Consultant for the work it performs on any assigned Task Order, at the time it accepts each proposal for a specific project. The Executive Director of DOTI, upon reasonable written request, will advise the Design Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Design Consultant on a specific project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Design Consultant for a specific Task Order to exceed the amount appropriated for the Design Consultant's work on a specific project is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Design Consultant has been advised in writing by the Executive Director of DOTI that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Design Consultant to verify that the amounts already appropriated for the Design Consultant's Work on a project are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of

this Agreement, without the proper authorization for such work, and at the Design Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

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

4.02 Termination.

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

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

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Contract Documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "**Documents**"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City. Any reuse of the Documents outside of the scope of work for which it was prepared, or any alteration thereof without the Consultant's review and approval, shall be at the City's sole risk and without liability to the Consultant.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of

ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, CAD files, (AutoCAD .dwg format), PDF files of all drawings (flattened), specification, and reports shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (f) If the City reuses Design Documents prepared by the Design Consultant other than for their intended use or at a new location without the Design Consultant's approval, the City will have no claim against the Design Consultant arising out of any alleged defects, deficiencies or flaws in the Design Documents.

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

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

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement.

and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

5.07 Insurance.

- (a) **General Conditions**: The Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) **Proof of Insurance**: The Design Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Design Consultant certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Design Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- (c) **Additional Insureds:** For Commercial General Liability and Automobile Liability, the Design Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, the Design Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subconsultants:** The Design Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Design Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- (f) **Workers' Compensation/Employer's Liability Insurance:** The Design Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (g) **Commercial General Liability:** The Design Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) **Automobile Liability:** The Design Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors and Omissions):** The Design Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

5.08 Defense and Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) The Design Consultant's obligation to defend and indemnify may be determined after the Design Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. The Design Consultant's duty to defend and indemnify the City shall relate back to the time written

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

(c) The Design Consultant will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection

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

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

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

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

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

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

5.11 When Rights and Remedies Not Waived. In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Design Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

5.12 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the

Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

5.13. Conflict of Interest.

- (a) The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

5.16 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance.

5.17 Proprietary or Confidential Information.

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same

standard of care to protect such information as a reasonably prudent professional would to protect its own proprietary or confidential data. “**Proprietary Data**” shall mean geographic materials or Geographic Information Systems (“GIS”) data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

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

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

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

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

5.23 Advertising and Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Executive Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Executive Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Executive Director, City Council or the Auditor. Notwithstanding the foregoing, upon completion of the Project, the Design Consultant shall have the right to accurately represent its role, contractual relationship, and work performed under this Agreement in client proposals for the purpose of establishing work experience.

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

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

To the City:

Executive Director of Transportation and Infrastructure
201 West Colfax Avenue
Denver, Colorado 80202

To the Design Consultant:

HNTB Corporation
950 17th Street, Suite 2000
Denver, Colorado 80202

The addresses may be changed by the Parties by written notice.

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

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

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

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Contract Control Number: DOTI-202580803-00
Contractor Name: HNTB CORPORATION

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number: DOTI-202580803-00
Contractor Name: HNTB CORPORATION

DocuSigned by:
By: 
417208337E054CB...

Name: Stephen Knobbe
(please print)

Title: Sr Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Scope of Work

Category 13 - Program and Project Management

Short Description:

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

Definition:

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

Primary Scope Elements:

- Program Management
 - Provide strategic planning and guidance and/or analysis to support strategic planning efforts
 - Provide support throughout Program Lifecycle (From Set-Up through Transition and Sustainment of Benefits and Closure) following DOTI Program Management standards.
 - Facilitate standup and implementation of program governance
 - Develop program escalation protocol with Governance
 - Monitor and report on program goals, objectives, and KPIs to Stakeholders and Governance at an agreed upon cadence, while remaining within scope, schedule, and budget
 - Track and communicate program goals, objectives, and key performance indicators
 - Coordinate program communications
 - Oversee program resources to ensure staffing to meet evolving City needs
 - Maintain lessons learned repository and archive during Program Closure
 - Support and monitor project delivery strategies and overall project management
- Portfolio Coordination – general project oversight and coordination with City staff regarding projects in development, design, and construction
 - Support development and upkeep of project management plans and risk registers
 - Support project leadership team meetings and content development
 - Facilitate project closeout team meetings and content development
 - Project tracking across project lifecycle
 - Risk management support (identification, analysis, response planning, and monitoring)
 - Gap Analysis and resource allocation support
- Controls/Technology/Communications – management of scope, schedule, budget, and risk including change management, including development of new technology solutions
 - Controls – Prepare monthly and quarterly reports, oversee budget, cost and schedule data, coordinate program and project funding
 - Technology – develop, improve, update, and maintain tracking tools for program and project level decision making, including Excel and PowerBI
 - Communications – facilitation of written, verbal, and electronic communication to support city goal of increasing program awareness
- Project Management
 - Provide staff augmentation with potential needs including:
 - Design and preconstruction services
 - Construction management, inspection, and materials testing
 - Utility, railroad, RTD and other external agency coordination
 - Communications support
 - Assist in the preparation of procurement documents, including requests for qualifications, requests for proposals, boilerplate contract specifications and other contract documents as requested by the City to support procurement activities related to Project and Program implementation. Provide contract compliance and

administration

- Professionally facilitated workshops for organizational development
- Current state and “path forward” alternatives analysis
- Strategy development
- Implementation recommendations
- Performing a “gap analysis” with a report and recommendations on how to bridge resource shortfalls
- Providing highly specialized staff to augment program delivery with roles in:
 - Scheduling
 - Cost estimating
 - Contracting and procurement
 - Establishment of program document management procedures and systems
- Integration of Institute for Sustainable Infrastructure ENVISION Rating System credits and sustainability requirements and support project award achievement verification
- Construction Management and oversight (including construction administration and inspection services)

Secondary Scope Elements:

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

Skills and Requirements:

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

Exhibit B

Key Personnel/Rates

LIST OF KEY PERSONNEL

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Program Manager	Jeff Clevenger
Sr Project Controls Manager	Gregory "JR" Hudnall
Project Director	Carey Wilson
National Practice Consultant II	Jim Riley
Principal in Charge II	Del Walker
Sr Project Controls Manager	Rob Wahr
Sr Project Manager Engineering	Walead Atiyeh
Principal Planner	Evan Enarson-Hering

Attachment 5

PRIME TEAM MEMBERS

PRIME: HNTB CORPORATION

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

Job Title/Classification	Responsibilities	Rate/Hr.
Construction Field Specialist I	Assists on-site with basic construction documentation, field observations, and compliance under relevant standards on small-scale tasks.	\$206.00
Construction Field Specialist II	Coordinates mid-level construction oversight, tracks progress, and interfaces with field teams to meet contractual requirements.	\$270.00
Construction Field Specialist III	Leads complex site inspections, addresses construction challenges, and confirms adherence to technical specifications and guidelines.	\$334.00
Data Scientist III	Analyzes and interprets large datasets to inform decision-making, optimize workflows, and support data-driven solutions.	\$204.00
Department Manager - Technology	Oversees technology initiatives, digital tools, and processes with broader project and operational objectives.	\$324.00
Deputy Program Manager	Assists in overseeing project schedules, budgets, and team coordination across a portfolio.	\$389.00
Design Professional I	Contributes entry-level design support, drafting, and documentation on engineering or architectural tasks.	\$123.00
Design Professional II	Develops intermediate design deliverables, coordinates with technical teams, and aligns outputs with design standards.	\$138.00
Digital Solutions Technologist	Implements and maintains digital platforms for project efficiencies and data management workflows.	\$270.00
Digital Solutions Technologist, Team Lead	Directs a team of technologists to develop and integrate digital solutions	\$270.00
Document Controls Specialist I	Manages filing and organization of project records, tracking submittals and revisions in alignment with defined procedures.	\$123.00
Document Controls Specialist II	Oversees advanced document control processes, coordinates documentation workflows, and verifies compliance with prescribed standards.	\$161.00
Engineer I	Performs entry-level engineering tasks such as calculations, drafting, and support for senior technical staff.	\$138.00
Engineer II	Delivers more complex engineering analyses, develops design solutions, and collaborates with interdisciplinary teams.	\$154.00
Engineer III	Leads high-level design and technical assignments, advising junior engineers and completing challenging engineering tasks.	\$177.00
Engineering III - Bridge and Structures	Leads high-level design and technical assignments, advising junior engineers and completing challenging engineering tasks.	\$197.00

Job Title/Classification	Responsibilities	Rate/Hr.
Engineer IV	Leads high-level design and technical assignments, advising junior engineers and completing challenging engineering tasks.	\$197.00
Engineer V	Leads high-level design and technical assignments, advising junior engineers and completing challenging engineering tasks.	\$217.00
Environmental Planner I	Assists in evaluating environmental impacts, preparing documentation, and contributing to sustainability goals.	\$123.00
Environmental Planner II	Evaluates environmental impacts, prepares documentation, and contributes to sustainability goals	\$140.00
Environmental Planner III	Provides expertise in impacts, prepares and reviews documentations for complex projects	\$160.00
Estimator II	Develops cost estimates for moderately complex projects, aligning projections with budgeting and procurement standards.	\$177.00
Estimator III	Prepares comprehensive cost forecasts for large-scale efforts, advising on financial strategies and risk management.	\$204.00
Field Engineer III	Delivers advanced field engineering support, coordinates on-site problem-solving, and reviews technical solutions.	\$177.00
Geospatial Solution Developer II	Builds GIS-based tools for project mapping and analysis, improving geospatial data visualization for stakeholders.	\$154.00
Geospatial Solution Developer III	Architects sophisticated geospatial platforms, integrating advanced analytics for planning and construction needs.	\$204.00
Graphic Designer II	Produces mid-level design graphics, visual materials, and presentations to convey project information.	\$138.00
Group Director	Guides strategic direction and resource allocation across multiple initiatives with high-level goals.	\$389.00
Inspector	Performs basic construction checks, verifies materials, and documents compliance with established quality standards.	\$100.00
Inspector II	Conducts more detailed inspections on larger or complex efforts, recording progress and highlighting findings to stakeholders.	\$138.00
Intern College Technical	Provides technical assistance on assigned tasks, developing practical skills while supporting project activities.	\$91.00
Landscape/Urban Designer I	Assists in creating foundational site layouts and visual concepts.	\$123.00
Landscape/Urban Designer II	Develops intermediate site plans, integrates design concepts, and coordinates with cross-functional teams.	\$138.00
Landscape/Urban Designer III	Leads advanced landscape or urban design work.	\$154.00
Landscape/Urban Designer IV	Directs complex landscape or urban design initiatives	\$177.00
Managing Principal - Architecture	Manages architectural teams and overall project direction	\$389.00
Multimedia Designer II	Produces interactive or video content for project presentations	\$138.00
National Design Director - Architecture	Sets architectural standards and best practices	\$389.00
National Practice Consultant	Provides specialized expertise and insights, advising on policy, programmatic, or project-level decisions	\$466.00
National Practice Consultant II	Provides specialized expertise and insights, advising on policy, programmatic, or project-level decisions	\$699.00
National Practice Manager - Technical	Oversees technical methodologies, introducing advanced solutions for complex infrastructure challenges.	\$389.00

Job Title/Classification	Responsibilities	Rate/Hr.
Principal in Charge I	Oversees multiple or large-scale operations, directing resources	\$466.00
Principal in Charge II	Oversees multiple or large-scale operations, directing resources	\$560.00
Planner II	Prepares planning documents, facilitates stakeholder outreach, and supports scoping and feasibility studies.	\$138.00
Planner III	Executes advanced planning tasks, leads small teams, and incorporates community feedback into broader plans.	\$154.00
Planner IV	Oversees complex planning initiatives, coordinating with multiple agencies and partners	\$177.00
Planner V	Directs large-scale planning activities, guiding policy and comprehensive development.	\$204.00
Practice Consultant	Provides specialized consulting in a particular discipline, aligning plans and deliverables with best practices.	\$389.00
Practice Leader - Architecture	Offers architectural leadership, setting design frameworks and unifying building-related efforts across multiple projects.	\$389.00
Principal Digital Solutions Technologist	Guides a team of digital experts, creating integrated platforms and workflows	\$324.00
Team Lead		
Principal Landscape/Urban Designer	Oversees major landscape or urban design initiatives, merging creative concepts with community-focused solutions.	\$324.00
Principal Planner	Leads multi-faceted planning programs, coordinating stakeholder engagement for urban or regional development.	\$324.00
Principal Project Controls	Directs project controls activities, developing cost and schedule management frameworks for diverse assignments.	\$324.00
Principal Team Lead - Planning	Supervises planning teams, setting strategic direction and managing resources across multiple initiatives.	\$324.00
Program Manager	Coordinates multiple projects within a program, balancing timelines, budgets, and stakeholder expectations.	\$466.00
Project Analyst I	Provides basic analytical support on scheduling, budgeting, and reporting for project teams.	\$123.00
Project Analyst II	Delivers intermediate project analysis, compiles status updates, and recommends improvements	\$154.00
Project Analyst III	Performs complex data evaluations, conducts risk assessments, and delivers strategic guidance for large-scale undertakings.	\$177.00
Project Architect	Develops architectural solutions, coordinates cross-disciplinary input, and verifies code compliance for building projects.	\$177.00
Project Contracts Administrator I	Assists in drafting and managing basic contracts, purchase orders, and agreements within procurement protocols.	\$110.00
Project Contracts Administrator II	Oversees more intricate contracts, negotiates terms, and monitors compliance across multiple assignments.	\$123.00
Project Controls Director	Defines and applies project controls frameworks, overseeing cost, schedule, and scope management for an entire portfolio.	\$466.00
Project Controls Manager	Manages cost, schedule, and progress tracking activities, producing reports and performance metrics for stakeholders.	\$324.00
Project Controls Specialist I	Delivers entry-level project controls support, updating cost and schedule data for smaller tasks or subprojects.	\$177.00

Job Title/Classification	Responsibilities	Rate/Hr.
Project Controls Specialist II	Oversees mid-level project controls tasks, analyzes trends, and produces accurate updates for various stakeholders.	\$204.00
Project Coordinator	Facilitates communication, organizes meetings, and tracks deliverables to align with project milestones.	\$110.00
Project Designer	Develops design concepts, collaborates with engineering and planning teams, and refines project drawings.	\$177.00
Project Director	Oversees large-scale or multi-year efforts, shaping high-level strategy and guiding end-to-end project execution.	\$466.00
Project Engineer	Executes engineering analyses, manages technical tasks, and coordinates cross-functional input on various assignments.	\$204.00
Project Engineer, Team Lead	Leads a team of engineers, addressing technical challenges and aligning outcomes with defined quality standards.	\$204.00
Project Manager I - Engineering	Manages smaller engineering-focused tasks, overseeing resource allocation and compliance with relevant standards.	\$270.00
Project Manager I - Planning	Oversees planning-oriented assignments, coordinating stakeholder input and integrating policy considerations.	\$235.00
Project Manager I - Program Management	Supervises smaller segments of broader programs, targeting milestones, budgets, and scope objectives.	\$204.00
Project Manager I - Technical	Coordinates technical teams, develops scopes of work, and completes deliverables meeting project specifications.	\$235.00
Project Manager I - Technology	Oversees technology-focused endeavors, introducing digital solutions that enhance operational and infrastructure outcomes.	\$235.00
Project Manager II - Engineering	Directs mid-sized engineering initiatives, balancing scope, budget, and cross-team coordination.	\$324.00
Project Manager II - Planning	Manages larger planning efforts, integrates community feedback, and synthesizes outcomes with broader development goals.	\$270.00
Project Operations Manager I - Design Build	Coordinates design-build delivery, addressing schedule, cost, and quality metrics under an integrated project approach.	\$270.00
Project Operations Manager II - Design Build	Oversees complex design-build programs, balancing stakeholder requirements and technical execution for major work packages.	\$324.00
Project Quality Manager I	Implements basic quality approaches, verifying that deliverables align with contract and regulatory requirements.	\$209.00
Project Quality Manager II	Establishes advanced quality plans, supervises QA/QC reviews, and promotes continuous improvement throughout the project lifecycle.	\$324.00
Public Engagement & Communications Director	Develops outreach strategies, oversees stakeholder communications, and supports transparent interactions for public-facing efforts.	\$324.00
Resident Engineer II	Supervises construction phases on-site, addressing engineering issues and reviewing contractor performance and documentation.	\$324.00
Scheduler II	Develops mid-level project schedules, assesses critical paths, and refines timelines as needed.	\$177.00
Scheduler III	Provides detailed scheduling frameworks, integrating multiple interfaces and advising on timeline adjustments.	\$204.00

Job Title/Classification	Responsibilities	Rate/Hr.
Scientist I	Performs basic scientific research, collects data, and supports environmental or technical studies.	\$110.00
Scientist II	Handles moderate-complexity analyses, interprets results, and recommends technical approaches for ongoing studies.	\$123.00
Scientist III	Manages specialized research, collaborates with cross-functional teams, and consults on best practices in scientific methodology.	\$154.00
Scientist IV	Oversees high-level scientific strategies, guiding policy or program decisions through advanced research and expert insights.	\$177.00
Section Manager - Engineering	Supervises an engineering section, coordinating staffing and technical resources across multiple projects.	\$270.00
Software Engineer II	Develops and maintains software tools or applications, supporting data management and automation.	\$154.00
Sr Administrative Assistant	Provides advanced administrative support, handling complex scheduling, documentation, and coordination tasks.	\$110.00
Sr Construction Field Specialist	Offers seasoned expertise in field supervision, resolving advanced site challenges and documenting progress.	\$324.00
Sr Construction Manager	Directs large-scale construction programs, liaises with top-level stakeholders, and applies safety and quality control measures.	\$389.00
Sr Cost Analyst	Performs detailed cost analyses, forecasts financial needs, and supports budget oversight on major projects.	\$270.00
Sr Data Engineer	Designs and optimizes data pipelines, integrating multiple sources to enhance analytical capabilities.	\$235.00
Sr Designer	Develops complex design concepts, mentors junior staff, and advances aesthetic and technical objectives.	\$177.00
Sr Designer, Team Lead	Guides a design team, leading major creative initiatives and unifying concept development across projects.	\$177.00
Sr Estimator	Performs comprehensive cost evaluations, contributes to risk assessments, and identifies cost-saving opportunities.	\$270.00
Sr Field Engineer	Manages advanced field solutions, handles unexpected conditions, and coordinates with design teams for timely issue resolution.	\$204.00
Sr Geospatial Solution Developer	Directs the creation of comprehensive GIS solutions, integrating diverse datasets for planning and analysis.	\$235.00
Sr GIS Analyst	Conducts advanced spatial analyses, produces specialized map products, and supports data-driven decision-making.	\$177.00
Sr Graphic Designer	Creates high-level visual content, conceptual graphics, and presentation materials for both internal and external communications.	\$177.00
Sr Graphic Designer, Team Lead	Supervises a graphic design team, promoting cohesive branding and meeting complex communication needs.	\$204.00
Sr Planner	Leads substantial planning initiatives, synthesizes stakeholder input, and shapes strategic project outcomes.	\$270.00
Sr Program Manager	Oversees multiple or large-scale programs, coordinating resources, tasks, and schedules under an overarching strategy.	\$560.00

Job Title/Classification	Responsibilities	Rate/Hr.
Sr Project Analyst	Delivers advanced project evaluations, presents strategic recommendations, and mentors junior analysts.	\$235.00
Sr Project Architect	Manages architectural design for major initiatives, driving technical excellence and code compliance.	\$204.00
Sr Project Controls Manager	Directs project controls for multiple efforts, refining cost-schedule frameworks and optimizing performance.	\$389.00
Sr Project Controls Specialist	Conducts complex project controls tasks, identifies trends, and recommends corrective actions to stakeholders.	\$270.00
Sr Project Coordinator	Coordinates complex or concurrent tasks, fostering alignment with project milestones and stakeholder needs.	\$138.00
Sr Project Director	Oversees high-profile or multi-year initiatives, guiding long-term execution strategies and cross-functional collaboration.	\$560.00
Sr Project Engineer	Delivers senior-level engineering leadership, resolving sophisticated technical issues and guiding design.	\$235.00
Sr Project Engineer, Team Lead	Manages a team of project engineers, driving technical outcomes aligned with contractual performance targets.	\$235.00
Sr Project Manager - Engineering	Directs large-scale engineering projects, integrating resource planning and risk management processes.	\$389.00
Sr Project Manager - Program Management	Leads major program initiatives, coordinating multiple projects and stakeholders within an overarching framework.	\$270.00
Sr Project Manager - Technology	Guides prominent technology initiatives, integrating digital platforms and managing advanced IT portfolios.	\$324.00
Sr Project Quality Manager	Develops and audits advanced quality procedures, applying continuous improvement methods across large programs.	\$389.00
Sr Rail Systems Specialist	Provides in-depth expertise in rail systems design, installation, and maintenance, guiding complex transportation projects.	\$235.00
Sr Scheduler	Maintains master schedules for multiple high-value initiatives, optimizing resources and timeline coordination.	\$270.00
Sr Software Engineer	Architects robust software systems, enhancing data accessibility and workflow efficiency through custom applications.	\$235.00
Sr Team Lead - Science	Oversees scientific teams, applying specialized research or analysis for environmental and public health objectives.	\$204.00
Sr Team Leader - Project Controls	Directs project controls personnel, setting methodologies for schedule, cost, and scope management.	\$324.00
Sr Technical Advisor - Engineering	Provides expert-level engineering guidance, reviews complex designs, and advises on critical technical decisions.	\$324.00
Sr Technical Advisor - Practice Lead	Champions technical excellence across practice areas, mentoring teams and adopting best-in-class methodologies.	\$324.00
Sr Technical Writer/Editor	Produces and edits advanced technical documentation, ensuring clarity and accuracy of project-related materials.	\$177.00
Sr Technician	Executes complex technical support tasks, including drafting, data collection, or field assistance.	\$177.00
Sr Technician, Team Lead	Supervises technician teams, scheduling and assigning technical tasks while verifying quality outputs.	\$177.00

Job Title/Classification	Responsibilities	Rate/Hr.
Sr Utility Coordinator	Manages coordination of utility relocations or adjustments, communicating with multiple service providers to avoid project conflicts.	\$204.00
Team Leader - Project Controls	Manages project controls staff, developing strategies for cost, schedule, and risk across multiple assignments.	\$235.00
Technical Advisor - Engineering	Offers specialized engineering solutions, guiding project teams on technical challenges.	\$270.00
Technical Advisor - Engineering, Team Lead	Directs a group of engineering advisors, standardizing approaches and resolving intricate design issues.	\$270.00
Technical Writer/Editor	Creates and refines technical materials, project proposals, and reports for clear communication.	\$138.00
Technician I	Completes entry-level drafting, surveying, or data collection activities while learning operational protocols.	\$100.00
Technician II	Performs moderate technical tasks such as drafting revisions, field data checks, and preliminary quality reviews.	\$123.00
Technician III	Conducts advanced technical assignments, assists higher-level staff, and contributes to project documentation.	\$138.00
Technician Specialist	Offers specialized technical services, such as lab testing or 3D modeling, addressing unique project requirements.	\$204.00
Utility Coordinator I	Supports basic utility coordination by tracking relocations, identifying conflicts, and maintaining project logs.	\$123.00
Utility Coordinator II	Oversees more complex utility relocation strategies, engaging multiple stakeholders to minimize operational disruptions.	\$177.00

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs.

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

REIMBURSABLE EXPENSES

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

Items	Charge Rate
Copies (8 1/2 x 11)	At-Cost
Copies (8 1/2 x 11)	At-Cost
Red-Line Copies	At-Cost
Reproducibles	At-Cost

SUB TEAM MEMBERS

Prime: Consort North America, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal IV	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$340
Principal III	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$321
Principal II	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$299
Principal I	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$271
Principal Planner I	Manages and performs technical tasks for complex projects or a number of large projects. Identifies and resolves problems as they arise. Provides directions for planning reports, analysis and report preparation, preparation of technical graphics and planning-level cost estimates.	\$233
Technical Director	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting. High level development of design criteria, oversight of strategy and structural solutions.	\$360
Senior ITS Engineer III	Full responsibility for large, complex projects or several large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$320
Senior Project Manager IV	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$318
Senior Project Manager III	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$295
Senior Project Manager II	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$278
Senior Project Manager I	Full responsibility for large, complex projects or several large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$240
Senior Structural Project Manager	Full responsibility for large, complex projects or several projects. Provides directions for planning, analysis and report preparation, preparation of specifications and engineering estimates.	\$260
Senior Transportation Engineer III	Full responsibility for large, complex projects or several large projects. Provides directions for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$241

Senior Transportation Engineer II	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$211
Senior Structural Engineer	Full responsibility for large, complex projects or several large projects. Provides direction for analysis and final disposition of structural issues, and engineering estimates.	\$240
Senior Transportation Engineer I	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$172
Project Manager III	Responsibility for small and medium-sized, typical projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$271
Project Manager II	Responsibility for small and medium-sized, typical projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$212
Project Manager I	Responsibility for small and medium-sized, typical projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$200
Senior Planner III	Project management applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. Provide technical guidance and leads tasks throughout project.	\$250
Project Manager	Creates and manages inspection schedules; performs field reviews, manages budgets for task orders, coordinates the inspection and reporting processes, responds to and communicates directly with the owner's representatives.	\$204
Senior Planner II	Project management applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$229
QC/QA Manager	Reviews all inspection reports for quality and compliance with all standards set forth in the scope of work. Provides guidance to the program on all quality matters.	\$212
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$225
Senior ITS Engineer II	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$233
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specifications, estimates, and schedules.	\$164
Construction Manager II	Senior project management, construction oversite and manages teams. Creates and manages construction schedules; Performs pre-and post- installation field reviews; shares lessons learned from installations, manages integration and testing infield.	\$215
Professional Engineer I	Preparation of structural engineering calculations, drawings, analysis, cost estimates, quantities, inspections and report preparation.	\$175
Professional Engineer II	Preparation of structural engineering calculations, drawings, analysis, cost estimates, quantities, inspections and report preparation.	\$195
Professional Engineer III	Preparation of structural engineering calculations, drawings, analysis, cost estimates, quantities, inspections and report preparation.	\$215
Professional Engineer IV	Preparation of structural engineering calculations, drawings,	\$235

	analysis, cost estimates, quantities, inspections and report preparation.	
Planner IV	Manages and supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. Leads tasks associated with a multimodal planning project.	\$172
Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$162
Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$134
Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$107
Transportation Engineer III	Preparation of engineering drawings, analysis and report preparation.	\$186
Transportation Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$180
Transportation Engineer I	Preparation of engineering drawings, analysis and report preparation.	\$170
ITS Engineer I	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$170
Engineering Designer V	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$167
Engineering Designer IV	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$144
Engineering Designer III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$133
Engineering Designer II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$125
EIT IV	Preparation of engineering drawings, analysis and report preparation.	\$156
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$136
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$127
EIT I	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$121
CAD Technician	Develop structural plans in CAD	\$145
Senior CAD Designer	Develops complex structural plans in CAD, determines quantities and overall plan arrangement.	\$220
ITS Construction Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, and estimates.	\$160
Team Leader PE III	Responsible for all field inspections; preparation, planning and coordination, safety, traffic control, execution, reports, and determination of element condition states and ratings, and critical findings. Experience with inspection of all types of highway structures, including complex structures. Minimum 15 years of experience.	\$218
Team Leader PE II	Responsible for all field inspections; preparation, planning and coordination, safety, traffic control, execution, reports, and determination of element condition states and ratings, and critical findings. Experience with inspection of all types of highway structures, including complex structures. Minimum 10 years of experience.	\$177
Team Leader PE I	Responsible for all field inspections; preparation, planning and coordination, safety, traffic control, execution, reports, and determination of element condition states and ratings, and critical findings. Experience with inspection of all types of	\$146

	highway structures including complex structures. Minimum 5 years of experience.	
Team Leader EIT III	Responsible for all field inspections; preparation, planning and coordination, safety, traffic control, execution, reports, and determination of element condition states and ratings, and critical findings. Experience with inspection of most types of highway structures.	\$140
Team Leader EIT II	Responsible for all field inspections; preparation, planning and coordination, safety, traffic control, execution, reports, and determination of element condition states and ratings, and critical findings. Experience with inspection of most types of highway structures.	\$138
Team Leader EIT I	Responsible for all field inspections; preparation, planning and coordination, safety, traffic control, execution, reports, and determination of element condition states and ratings, and critical findings. Experience with inspection of most types of highway structures.	\$134
Team Leader Technician	Responsible for all field inspections; preparation, planning and coordination, safety, traffic control, execution, reports, and determination of element condition states and ratings, and critical findings. Experience with inspection of most types of structures	\$146
Team Leader Assistant EIT	Assists the Team Leader for field inspections and data input for reports. Responsible for field measurements, photos, equipment operation, and safety under the direction of the Team Leader. Minimum 2 years of experience.	\$127
Team Leader Assistant Technician	Assists the Team Leader for field inspections and data input for reports. Responsible for field measurements, photos, equipment operation, and safety under the direction of the Team Leader. Minimum 2 years of experience.	\$109
Team Leader Assistant Intern	Assists the Team Leader for field inspections and data input for reports. Responsible for field measurements, photos, equipment operation, and safety under the direction of the Team Leader.	\$80
CI Level E	Perform and supervise complex construction tasks. Performs project management activities. Technical knowledge of engineering specifications and constructions quality requirements. Design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts.	\$168
CI Level D	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts. Performs and supervises technical construction tasks.	\$151
CI Level C	Performs and supervises construction tasks. Thorough technical knowledge of construction requirements and standards.	\$138
CI Level B	Performs construction inspection and documentation.	\$125
CI Level A	Performs construction inspection and documentation. Entry level.	\$114
Junior Transportation Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$137
Junior Transportation Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$113
Junior Transportation Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$85
Project Accountant	Responsible for all accounting aspects of project.	\$149

Admin Coordinator II	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$112
Admin Coordinator I	Performs word processing, report preparation, specifications, mailings and reproduction.	\$103
Administrative Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$70

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

REIMBURSABLE EXPENSESPrime: Consonor North America, Inc.

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

Actual Costs

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

SUB TEAM MEMBERSSub: Entitlement and Engineering Solutions, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
President	Oversight of technical merit, quality, schedule, and budget for all projects	\$321.30
Sr. Project Coordinator	Coordinate/oversee projects; proposal development	\$250.00
Associate/Sector Lead	Oversight of staff/engineering work; oversight of design and management of engineering projects	\$232.05
Sr. Project Manager 3	Technical design direction; oversight of team; performs design tasks and quality reviews	\$244.26
Sr. Project Manager 2	Technical design direction; oversight of team; performs design tasks and quality reviews	\$232.63
Sr. Project Manager 1	Technical design direction; oversight of team; performs design tasks and quality reviews	\$221.55
Project Manager 3	Provide design direction; tracking of schedule, budget and project milestones	\$225.74
Project Manager 2	Provide design direction; tracking of schedule, budget and project milestones	\$214.99
Project Manager 1	Provide design direction; tracking of schedule, budget and project milestones	\$204.75
Sr. Engineer 6	Responsible for design direction and technical merit; performs design	\$219.95
Sr. Engineer 5	Responsible for design direction and technical merit; performs design	\$209.48
Sr. Engineer 4	Responsible for design direction and technical merit; performs design	\$199.50
Sr. Engineer 3	Responsible for design direction and technical merit; performs design	\$190.00
Sr. Engineer 2	Responsible for design direction and technical merit; performs design	\$180.95
Sr. Engineer 1	Responsible for design direction and technical merit; performs design	\$172.34
Engineer 5	Performs design and engineering calculations	\$196.90
Engineer 4	Performs design and engineering calculations	\$187.53
Engineer 3	Performs design and engineering calculations	\$178.60
Engineer 2	Performs design and engineering calculations	\$170.10
Engineer 1	Performs design and engineering calculations	\$161.70

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

SUB TEAM MEMBERSSub: Entitlement and Engineering Solutions, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
EIT 3	Engineering work performed under direction of higher-level engineers	\$169.01
EIT 2	Engineering work performed under direction of higher-level engineers	\$160.97
EIT1	Engineering work performed under direction of higher-level engineers	\$153.30
Sr. Designer 3	Designer Designing, planning and execution of projects; advanced knowledge of CAD; oversees lower-level Designer	\$189.85
Sr. Designer 2	Designer Designing, planning and execution of projects; advanced knowledge of CAD; oversees lower-level Designer	\$180.81
Sr. Designer 1	Designer Designing, planning and execution of projects; advanced knowledge of CAD; oversees lower-level Designer	\$172.20
Designer 3	Design and execution of projects	\$180.59
Designer 2	Design and execution of projects	\$171.99
Designer 1	Design and execution of projects	\$163.80
Sr. Administration 3	Oversight, direction and management of non-technical tasks; advanced skill required	\$240.79
Sr. Administration 2	Oversight, direction and management of non-technical tasks; advanced skill required	\$229.32
Sr. Administration 1	Oversight, direction and management of non-technical tasks; advanced skill required	\$218.40
Administration 3	Document control; support of non-technical tasks	\$136.60
Administration 2	Document control; support of non-technical tasks	\$130.10
Administration 1	Document control; support of non-technical tasks	\$123.90

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

REIMBURSABLE EXPENSES

Sub: Entitlement and Engineering Solutions, Inc.

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Engineering Operations, 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.
Engineering Intern - Student	Temporary employment position with 0 years of experience	\$60
EIT I	EIT with 0-3 years of experience	\$113
EIT II	EIT with 4+ years of experience	\$150
Engineer I	Professional Engineer with 4-8 years of experience	\$172
Engineer II	Professional Engineer with 9-14 years of experience	\$242
Senior Engineer	Professional Engineer with 15+ years of experience	\$245
Principal Engineer	Professional Engineer with 15+ years of experience with technical expertise in a specific discipline	\$300
VP Engineer	Senior executive management responsible for business unit or geographic region	\$395
Project Manager	Responsible for project management and team coordination	\$278
Admin Assistant I	Administrative assistant with 0-5 years of experience	\$75
Admin Assistant II	Administrative assistant with 5+ years of experience	\$113
CADD Technician	CADD Tech with less than 10 years of experience	\$135
Assistant Inspector I	Entry level inspector with 0-2 years of experience	\$95
Assistant Inspector II	Inspector with 2+ years of experience	\$124
Inspection Team Leader	Inspector responsible for team oversight	\$147
Senior Inspection Team Leader	Senior inspector with technical expertise responsible for team oversight	\$232
Diver I	Certified diver with 0-5 years of experience	\$99
Diver II	Certified diver with 6+ years of experience	\$154
Dive Supervisor	Certified diver with 10+ years of experience responsible for team oversight	\$225

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

REIMBURSABLE EXPENSESPrime: Engineering Operations, LLC

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: ERO Resources Corporation

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	Hourly Rate
Project Principal	Manages activities and advises professional-level personnel concerned with contracts for large-scale, complex projects in a variety of resources including wetlands, biology, ecology, due diligence, cultural resources and paleontological resources. May have a bachelor's degree or higher and 20+ years of experience.	227.00
Senior Geoscientist	Oversees geoscientific projects including site and hazardous waste investigations, and project management for large/complex scale projects. Manages large teams for complex projects. May have a bachelor's degree or higher, relevant professional certifications, and has 20+ years of experience.	210.00
Geoscientist II	Monitors, conducts and completes site progress, designs, and reports. May have a bachelor's degree or higher, relevant professional certifications, and has 10+ years of experience.	150.00
Staff Geoscientist	Performs subsurface investigations and related work under limited supervision. May have a bachelor's degree or higher, relevant professional certifications, and has 3-5+ years of experience.	89.00
Geoscience Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0 to 3 years of experience.	86.00
GIS Specialist I	Creates/maintains databases, maps, and graphics that can be combined with geographically referenced data, working with GIS software and programs that have the capacity to relate different types of data, such as socioeconomic, demographic, administrative, or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks. Can work independently or as part of a team. Requires technical training and 7+ years of experience.	154.00
Cultural Resource Principal Investigator	Meets Secretary of the Interior (SOI) for permitting cultural resource projects. Oversees all aspects of cultural resource management.	215.00
Senior Cultural Resource Specialist	Manages large, complex cultural resource management projects and leads teams. Has an advanced degree and 10+ years of experience. Meets Secretary of the Interior (SOI) standards.	166.00
Architectural Historian I	Meets Secretary of the Interior (SOI) Standards for history/architectural history. Must have a graduate degree and at least 5-7+ years of experience.	112.00
Architectural Historian II	Meets Secretary of the Interior (SOI) Standards for history/architectural history. Must have a graduate degree 3 to 5+ years of experience.	82.00

Architectural Historian III	Assists with historical or architectural history projects under direct supervision. Must have a bachelor's degree or higher and 1 to 3+ years of experience.	77.00
Word Processing/ Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in conjunction with or independent from technical activities. May have a degree or technical training and experience.	121.00
Administrative Staff	Responsible for maintaining critical business operations including reconciling accounts, accounting files, invoices, and various other items pertinent to the operation of a business. Has relevant experience and / or advance degree.	119.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.43 _____.

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.

Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: ERO Resources Corporation

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Off-Road Charge:	\$30/day
Field Equipment:	\$10/day
Black and white copies:	
8.5" x 11" at	\$0.15 each
Color copies:	
8.5" x 11" at	\$0.30 each
Large-format plots:	\$2 square foot
GPS Rental:	\$125/day
Cultural Resource Data Collector:	\$50/day

SUB TEAM MEMBERSSub: Exodigo, Inc.

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

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

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

REIMBURSABLE EXPENSES

Sub: Exodigo, Inc.

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

Actual Costs

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

Desktop utility mapping only with Desktop Composite Utility Map deliverable	\$416.75/acre
Utility structure LiDAR surveys (including manholes, vaults, etc.)	\$416.75/utility structure
On-site non-intrusive scanning with Composite Utility Map deliverable (including incorporation of utility structure LiDAR survey findings)	\$34,728/acre

Note that typically, Exodigo's services are priced as fixed fee/lump sum and invoiced as reimbursable expenses. Pricing for additional Exodigo services for projects arising under this on-call, including buildable or bespoke solutions such as above-ground asset assessment analysis, are to be made available pursuant to project scope definition and will be invoiced as reimbursable expenses.

SUB TEAM MEMBERS

Sub: Fehr & Peers _____

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

Title/Classification	Responsibilities	Rate/Hr.
Principal 4/5	Project oversight, report review, QC of deliverables	\$375
Principal 3	Project oversight, project management, report review, QC of technical analysis and deliverables	\$345
Principal 2	Project oversight, project management, report review/preparation, QC of technical analysis and deliverables	\$320
Principal 1	Project oversight, project management, report review/preparation, QC of technical analysis and deliverables	\$310
Sr. Associate 2	Project management, report preparation, QC of technical analysis and deliverables	\$285
Sr. Associate 1	Project management, report preparation, QC of technical analysis and deliverables	\$270
Associate 2	Project management, report preparation, analysis and deliverable preparation	\$260
Associate 1	Project management, report preparation, analysis and deliverable preparation	\$240
Sr. Engineer/Planner 3	Project management, technical memorandum preparation, analysis and deliverable preparation	\$230
Sr. Engineer/Planner 2	Project management, technical memorandum preparation, analysis and deliverable preparation	\$210
Sr. Engineer/Planner 1	Project management, technical memorandum preparation, analysis and deliverable preparation	\$195
Engineer/Planner 3	Project management, data collection, analysis and deliverable preparation	\$185
Engineer/Planner 2	Data collection, analysis and deliverable preparation	\$170
Engineer/Planner 1	Data collection, analysis and deliverable preparation	\$150
Intern	Data collection and analysis	\$105
Sr. Engineering Tech 5	Analysis, CAD/GIS, design preparation, design review	\$230
Sr. Engineering Tech 4	Analysis, CAD/GIS, design preparation, design review	\$215
Sr. Engineering Tech 3	Analysis, CAD/GIS, design preparation, design review	\$200

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

SUB TEAM MEMBERS

Sr. Engineering Tech 2	Analysis, CAD/GIS, design preparation, design review	\$185
Sr. Engineering Tech 1	Analysis, CAD/GIS, design preparation, design review	\$170
Engineering Tech 3	Analysis, CAD/GIS, design preparation	\$160
Engineering Tech 2	Analysis, CAD/GIS, design preparation	\$150
Engineering Tech 1	Analysis, CAD/GIS, design preparation	\$140
Sr. Business Services Admin. 5	Subconsultant/vendor management, project setup, project accounting, graphics	\$200
Sr. Business Services Admin. 4	Subconsultant/vendor management, project setup, project accounting, graphics	\$190
Sr. Business Services Admin. 3	Subconsultant/vendor management, project setup, project accounting, graphics	\$180
Sr. Business Services Admin. 2	Subconsultant/vendor management, project setup, project accounting, graphics	\$170
Sr. Business Services Admin. 1	Subconsultant/vendor management, project setup, project accounting, graphics	\$160
Business Services Admin. 3	Project setup, project accounting	\$150
Business Services Admin. 2	Project setup, project accounting	\$140
Business Services Admin. 1	Project setup, project accounting	\$130

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

REIMBURSABLE EXPENSES

Sub: Fehr & Peers _____

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: GBSM, Inc.

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

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

REIMBURSABLE EXPENSESSub: GBSM, Inc.

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: GEI Consultants, Inc.

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

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

REIMBURSABLE EXPENSESSub: GEI Consultants, Inc.

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

Actual Costs

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

SUB TEAM MEMBERSSub: HCL Engineering & Surveying, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversee firm-wide strategy and operations, ensuring quality, profitability, and client satisfaction across departments.	\$298.00
Manager of Surveying & Mapping	Leads the surveying and mapping department, setting technical standards and managing staffing, scheduling, and high-level client coordination.	\$254.00
Manager of Civil Engineering	Leads the civil engineering division, overseeing project portfolios, staffing, business development, and quality assurance.	\$254.00
Manager of Structural Engineering	Oversees structural engineering practice, providing technical leadership, team management, and strategic growth planning.	\$254.00
Senior Project Manager	Directs large, complex projects from initiation to completion, managing budgets, teams, and client relationships.	\$254.00
Project Manager	Oversees day-to-day project execution, coordinating between teams, clients, and subcontractors to deliver projects on time and within budget.	\$239.00
Senior Project Engineer	Leads technical aspects of complex projects, coordinates multidisciplinary teams, and ensures deliverables meet codes and client needs.	\$239.00
Engineering Intern	Supports bridge inspection teams by performing basic engineering tasks, collecting field data, and learning inspection protocols and reporting methods.	\$ 94.00
SUE Manager	Manages Subsurface Utility Engineering operations, ensuring accurate utility detection, mapping, and conflict analysis for design teams.	\$221.00
Field Coordinator	Organizes field crew schedules, ensures equipment readiness, and manages logistics and safety compliance for survey operations.	\$188.00
Senior Project Surveyor	Leads survey tasks on significant projects, managing data quality, deliverables, and junior staff training.	\$183.00
1-man Crew – Party Chief	Conducts field surveys independently using GNSS and robotic instruments, ensuring accurate data collection and safety compliance.	\$183.00
Project Surveyor	Prepares survey documents, coordinates field work, and performs QA/QC on deliverables to meet project requirements.	\$166.00
UAV Pilot	Operates drones for aerial data collection, including photogrammetry, mapping, and inspection missions.	\$166.00
Senior CAD Technician	Produces complex survey drawings and models, mentors junior CAD staff, and ensures adherence to CAD standards.	\$160.00
Utility Locator	Uses geophysical tools to locate underground utilities and marks them in the field to prevent damage during construction.	\$160.00
CAD Technician	Prepares base maps and detailed drawings using CAD software based on survey and engineering input.	\$133.00
Design Engineer II	Performs design tasks with moderate supervision, contributes to reports, plans, and specs, and may mentor junior staff.	\$124.00
Design Engineer I	Entry-level engineer assisting with calculations, design drafting, and report preparation under close supervision.	\$115.00
Administrative	Provides clerical and project support, including document control, scheduling, and communication with internal and external stakeholders.	\$100.00
Instrument Operator	Assists the crew chief in field data collection using total stations, GPS, and other survey instruments.	\$ 94.00
Project Analyst	Analyzes in-project accounting tasks	\$133.00

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing

reproductions, etc. are not included in the hourly rates will be itemized as a not- to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: HCL Engineering & Surveying, LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2" x 11")	\$ <u>0.10</u> / each
Copies (11" x 17")	\$ <u>0.16</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>6.00</u> / page

SUB TEAM MEMBERS

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

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; property analysis/cost estimates; acquisition of property rights; business and residential relocations	265
Sr. Project Manager	Day to day project management; acquisition, relocation	185
Project Manager	Day to day project management; acquisition; relocation	162
Sr. ROW Agent	Acquisition; relocation	151
ROW Agent III	Acquisition; relocation	139
ROW Agent II	Acquisition; acquisition support; relocation	128
ROW Agent I	Acquisition support; relocation	116
Admin/Support Staff	Acquisition and relocation support	110
Title Staff	Title research; title commitments	180

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

REIMBURSABLE EXPENSES

Sub-Consultant: H.C. Peck & Associates, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11") (Courthouse)	\$0.25/ each
Copies (8 1/2 x 14") (Courthouse)	\$0.25/ each
SKLD document copies	\$6.00/each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERS

Sub: Hg Consult, Inc.

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

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

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

REIMBURSABLE EXPENSESSub: Hg Consult, Inc.

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

Actual Costs

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

SUB TEAM MEMBERSSub: Livable Cities Studio

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

Title/Classification	Responsibilities	Rate/Hr.
Principal 6	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$275
Principal 5	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$250
Principal 4	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$225
Principal 3	Responsible for strategic direction and company vision. A senior officer of the company. Project leadership. Extensive knowledge of design practices.	\$200
Principal 2	A senior officer of the company; Lead project and development of content. Extensive knowledge of design practices	\$180
Principal 1	A senior officer of the company; Lead project and development of content. Lead project and development of content, complex project management.	\$160
Senior Designer 4	Lead design and experienced project management. Develops scopes and budgets. Provides day-to-day technical management.	\$175
Senior Designer 3	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$165
Senior Designer 2	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$155
Senior Designer 1	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$145
Designer 6	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$140
Designer 5	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$130
Designer 4	Project management. Development and advancement of design content.	\$115
Designer 3	Some project management, design production and technical design resolution.	\$100
Designer 2	Design production. Research and design production.	\$90
Designer 1	Performs design production work directed by mid and senior level staff.	\$80
Administrative Support	Provides a wide variety of administrative and staff support services.	\$100
Intern	Students in a design discipline who assists with project development under the direction of design professional.	\$75

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REIMBURSABLE EXPENSESSub: Livable Cities Studio

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies B&W (8 1/2 x 11")	\$ 0.12 / each
Copies B&W (11 x 17")	\$ 0.24 / each
Copies Color (8 1/2 x 11")	\$ 0.80 / each
Copies Color (11 x 17")	\$ 1.60 / each
External Printing/Plots	Billed at cost

SUB TEAM MEMBERS

Sub: McNary Bergeron & Johannesen

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

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

REIMBURSABLE EXPENSESSub: McNary Bergeron & Johannesen

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: OV Consulting

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

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

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

REIMBURSABLE EXPENSESSub: OV Consulting

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.30</u> / each
Copies (8 1/2 x 14")	\$ <u>2.00</u> / each
Red-line copies	\$ <u>7.00</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

SUB TEAM MEMBERS

Sub: Peak Consulting Group LLC

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

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

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

REIMBURSABLE EXPENSESSub: Peak Consulting Group LLC

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: PK Electrical, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal/Engineer of Record	Oversees the entire project, manages clients, provides QA/QC reviews	\$270.00
Engineering Manager	Engineer in charge of design, standards, requirements, project management staff, and attends client meetings.	\$250.00
Senior Project Engineer	Engineer responsible for technical aspects of project, code reviews, oversees junior engineers and designers.	\$225.00
Senior Project Manager	Assists Project Engineer, manages staff, resources, schedule, budget	\$220.00
Electrical/Technology Designer 3	Designs low voltage systems, lighting and power systems, edits specifications	\$210.00
Electrical/Technology Designer 2	Designs low voltage systems, lighting and power systems, edits specifications	\$190.00
Electrical/Technology Designer 1	Designs low voltage systems, lighting and power systems, edits specifications	\$170.00
Fire Alarm Engineer/Designer	Design of fire alarm, mass notification, v-evac systems, and specifications	\$230.00
Technology Manager	Manages designers and designs for low voltage systems (DATA/voice, A/V, security, CCTV, infrastructure systems)	\$240.00
Production/BIM Manager	Manages production department and staff, assigns work, maintains drafting standards and drafting software	\$160.00
Production/Drafter 3	MicroStation, BIM, CAD drafting and production	\$130.00
Production/Drafter 2	MicroStation, BIM, CAD drafting and production	\$125.00
Production/Drafter 1	MicroStation, BIM, CAD drafting and production	\$120.00
Accounting Manager	Finance accounts manager/bookkeeping	\$140.00
Clerical/Administration	Filing, document control, spec editing, general tasks	\$115.00

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

REIMBURSABLE EXPENSESSub: PK Electrical, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.06 / each
Copies (8 1/2 x 14")	\$0.30 / each
Red-line copies	\$0.75 / S.F.
Reproducibles	\$2.25 / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Ridgeview Data Collection

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

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 EXPENSESSub: Ridgeview Data Collection

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: San Engineering, LLC

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

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

REIMBURSABLE EXPENSES**Sub: San Engineering, LLC**

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8.5 x 11")	\$0.15/each
Copies (8.5 x 14")	\$0.25/each
Red-line copies	\$3.00/ S.F.
Reproducible Materials	\$25.00/page

SUB TEAM MEMBERS

Sub: Strae Advisory Services, LLC.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Financial analysis	\$350

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

REIMBURSABLE EXPENSESSub: Strae Advisory Services, LLC.

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Stream Landscape Architecture + Planning

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

Title/Classification	Responsibilities	Rate/Hr.
Principal III	Senior Contracting, Design Leadership, Business Mgmt, Project Oversight	240.00
Principal II	Contracting, Admin, Design Leadership, Business Mgmt, Project Oversight	230.00
Principal I	Contracting, Admin, Design Leadership, Business Mgmt, Project Oversight	215.00
Associate Principal I	Contracting, Admin, Design Leadership, Project Oversight	200.00
Project Manager IV Sr. Landscape Architect	Senior Design Leadership, Project Management, Production Oversight	185.00
Project Manager III Sr. Landscape Architect	Design Leadership, Project Management, Production Oversight	175.00
Project Manager II Landscape Architect	Design Leadership, Project Management, Production Oversight	165.00
Project Manager I Landscape Architect	Design Leadership, Project Management, Production Oversight	155.00
Landscape Architect Designer IV	Senior Design Assistance, Project Management Assistance, Production Lead	145.00
Landscape Architect Designer III	Design Assistance, Project Management Assistance	135.00
Landscape Architect Designer II	Design Assistance, Project Management Assistance	120.00
Landscape Architect Designer I	Design Assistance, Project Management Assistance	105.00
Intern Landscape Designer	Production, Project Assistance	90.00
Clerical / Administrative	Billing, Clerical and administrative support for office and staff	65.00

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

REIMBURSABLE EXPENSESSub: Stream Landscape Architecture + Planning

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

Actual Costs

Item	Charge Rate
Copies (8 1/2 x 11")	\$ <u>1.25</u> / each
Copies (8 1/2 x 14")	\$ <u>2.50</u> / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: T2 UES, Inc. dba T2 Utility Engineers

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.
SUE Technician I	Utility Investigator, 0-2 years experience	\$110
SUE Technician II	Utility Investigator, 2-5 years experience	\$130
SUE Technician III	Utility Investigator, 5+ years experience	\$145
SUE Manager	Oversee field staff, QAQC of field reports	\$200
CADD Technician I	Draft SUE deliverables	\$130
CADD Manager	Draft SUE deliverables, oversee other CAD techs, provide training and assist with CAD standards	\$170
Project Manager	Coordinates field and CAD schedule, QAQC of deliverables	\$195
Professional Engineer	QAQC deliverables, sign and seal SUE deliverables, in direct charge of ASCE 38 investigation	\$240
Assistant PM / EIT	records research, QAQC of SUE reports	\$130
Administration	Administrative tasks, reporting, and invoicing	\$150
Director / Principal	Available to review projects or answer questions. Provide contract guidance	\$350
Regional Program Manager	Regional resource for contract guidance or scheduling issues	\$265
Senior Utility Advisor	Utility conflict analysis, Utility Coordination leader	\$120
Designation Truck and Equipment	T2ue Truck and Geophysical Utility Investigation Equipment	\$35
Air Vacuum Truck	T2ue Air Vacuum Truck for QLA Test Holing	\$95
Multi-Channel Ground Penetrating Radar	Advanced Geophysics tool	\$250

Our designation and vac trucks are listed as ODCs on CDOT projects

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

REIMBURSABLE EXPENSESSub: T2 UES, Inc. dba T2 Utility Engineers

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Y2K Engineering, 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.
Designer / Drafter III	<ul style="list-style-type: none"> Develop signal design plans and coordinate with traffic engineers. Draft signing and marking plans following MUTCD and local standards. Prepare lighting design layouts for roadway and intersection projects. Support Maintenance of Traffic (MOT) plans and temporary traffic control. 	\$165.00
EIT I	<ul style="list-style-type: none"> Perform entry-level engineering work in support of transportation planning and design projects Assist in data collection, analysis, and report preparation Work under the supervision of a licensed engineer to develop technical plans, reports and recommendations 	\$135.00
EIT II	<ul style="list-style-type: none"> Perform entry-level engineering work in support of transportation planning and design projects Assist in data collection, analysis, and report preparation Work under the supervision of a licensed engineer to develop technical plans, reports and recommendations 	\$150.00
EIT III	<ul style="list-style-type: none"> Perform entry-level engineering work in support of transportation planning and design projects Assist in data collection, analysis, and report preparation Work under the supervision of a licensed engineer to develop technical plans, reports and recommendations 	\$165.00
Engineer I	<ul style="list-style-type: none"> Support traffic engineering studies through data analysis, modeling, and field observation Conduct signal timing evaluations and assist with developing optimized timing plans Prepare Synchro models and perform capacity and delay analyses at intersections and corridors Analyze traffic volumes, turning movement counts, and crash data to identify operational issues Draft technical memorandums and figures for traffic impact studies, warrant analyses, and corridor reviews 	\$180.00
Engineer II	<ul style="list-style-type: none"> Supervise analysts and junior engineers working on safety and multimodal transportation projects Provide QA/QC review and guidance for Road Safety Assessments, Safe Routes to School plans, and corridor studies Coordinate data analysis, mapping, and planning recommendations for transportation projects Mentor staff in report development, client communication, and technical task execution 	\$195.00
Engineer III	<ul style="list-style-type: none"> Manage complex engineering tasks, develop design solutions, and oversee project implementation Review engineering documents for compliance with standards and client requirements Mentor junior engineers and lead coordination efforts with stakeholders 	\$210.00
Engineer III	<ul style="list-style-type: none"> Lead traffic engineering studies including signal warrant analysis, traffic impact assessments, signal timing plan 	\$210.00

SUB TEAM MEMBERS

	<p>development, and corridor operational reviews</p> <ul style="list-style-type: none"> • Oversee development of Synchro/SimTraffic models and interpret output for planning and design recommendations • Supervise staff in conducting traffic engineering evaluations and studies • Review technical deliverables, ensure QA/QC, and support client presentations and coordination • Collaborate with design and planning teams to integrate operational analysis into multimodal project development 	
Engineer IV	<ul style="list-style-type: none"> • Manage design production for signals, signing/marking, lighting, and MOT plans • Oversee quality assurance reviews and redlines of construction plan sets • Provide training, technical guidance, and performance feedback to design team • Serve as primary point of contact for agency coordination and client meetings • Support proposal development and staff scheduling for engineering deliverables 	\$230.00
Engineering Intern – Student	<ul style="list-style-type: none"> • Conduct fieldwork and data analysis for transportation planning and engineering projects. • Prepare figures and report content with oversight. • Support public involvement and client coordination as needed. 	\$75.00
Engineering Manager	<ul style="list-style-type: none"> • Supervise analysts and junior engineers working on safety and multimodal transportation projects • Provide QA/QC review and guidance for Road Safety Assessments, Safe Routes to School plans, and corridor studies • Coordinate data analysis, mapping, and planning recommendations for transportation projects • Mentor staff in report development, client communication, and technical task execution • Support proposal writing, strategic outreach, and project scoping across multiple contracts 	\$210.00
Graphic Manager	<ul style="list-style-type: none"> • Design public-facing materials including flyers, maps, social media graphics, and videos to support transportation projects • Collaborate with planners and engineers to visually convey technical content for community outreach • Format reports, presentations, and infographics that align with agency branding and accessibility guidelines • Support public meetings and engagement campaigns with compelling and informative visual tools 	\$120.00
Planner I	<ul style="list-style-type: none"> • Develop GIS-based maps and spatial tools to analyze multimodal infrastructure and socioeconomic data 	\$140.00
Planner II	<ul style="list-style-type: none"> • Lead SRTS planning efforts, including conducting school walk audits, student travel tallies, and parent surveys • Coordinate directly with school staff, crossing guards, and local agencies to assess safety and access concerns • Facilitate school workshops, community meetings, and safety education outreach 	\$180.00
Planner II	<ul style="list-style-type: none"> • Support safety action plans and corridor studies with planning, land use, and performance monitoring • Assist with public engagement by creating visual materials and participating in outreach events • Summarize findings and prepare planning recommendations for draft reports and presentations • Collaborate across teams to ensure planning considerations align with design constraints 	\$155.00
Planner III/Manager	<ul style="list-style-type: none"> • Lead strategic communication planning and execution for transportation safety, planning, and design projects 	\$210.00

SUB TEAM MEMBERS

	<ul style="list-style-type: none"> • Create tailored engagement materials including websites, social media posts, videos, signage, and digital surveys • Coordinate with internal teams to ensure timely, inclusive, and accessible public outreach • Facilitate stakeholder meetings, pop-up events, workshops, and community presentations • Support report development and messaging to ensure clear, audience-specific communication of technical content 	
Engineering VP	<ul style="list-style-type: none"> • Lead overall strategic direction for transportation safety, planning, and design services • Oversee project scopes, quality assurance, staffing assignments, and client relations • Represent Y2K Engineering in municipal, regional, and professional meetings • Review key deliverables and ensure alignment with agency goals and funding requirements • Support team growth, business development, and mentorship across disciplines 	\$265.00
Software Engineer III	<ul style="list-style-type: none"> • Develop custom tools and applications to streamline traffic engineering workflows (e.g., signal warrant calculators, data processing utilities) • Automate repetitive analysis tasks and enhance usability of modeling and data visualization tools • Collaborate with engineers and analysts to define software requirements and test performance 	\$210.00
Project Coordinator I	<ul style="list-style-type: none"> • Coordinate traffic data collection by requesting counts and managing field services • Prepare scopes of work and fee estimates for small-scale studies and local traffic tasks • Support project managers with tracking budgets, preparing invoices, and organizing project documentation 	\$120.00
Project Manager II	<ul style="list-style-type: none"> • Manage transportation planning and data inventory projects • Lead scheduling, budgeting, and coordination across internal teams and agency clients • Prepare scopes of work, data requests, and technical deliverables • Oversee volume and speed data analysis, system inventories, and tool development 	\$210.00
Project Manager III	<ul style="list-style-type: none"> • Supervise planning team responsible for GIS analysis, planning studies, and public involvement • Provide strategic direction and coordination for cross-functional transportation projects • Develop and review technical content for grant applications, corridor plans, and policy documents • Facilitate stakeholder meetings, pop-up events, workshops, and community presentations and ensure feedback is reflected in deliverables • Mentor planning staff and support agency/client communications 	\$210.00
Project Manager IV	<ul style="list-style-type: none"> • Oversee production of signal, ADA, and civil engineering design projects • Provide expert review of signal infrastructure, and grading plans • Oversee project scopes, quality assurance, staffing assignments, and client relations • Coordinate with clients and internal teams to resolve technical and scheduling issues • Train junior staff and ensure design documentation meets agency requirements 	\$235.00

SUB TEAM MEMBERS

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

REIMBURSABLE EXPENSESSub: Y2K Engineering, LLC

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

Actual Costs

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

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Yeh and Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Ensure project receives all needed support. Review Schedule, budget	\$260.00
Senior Project Manager	Responsible for day-to-day management of large projects	\$250.00
Senior Project Specialist	Performs specialized engineering/geological investigations	\$235.00
Project Manager	Responsible for day-to-day management of limited scope projects	\$225.00
Senior Project Engineer /Geologist	Performs engineering/geological investigations	\$195.00
Project Engineer / Geologist	Performs investigations, prepares reports	\$170.00
Staff Engineer / Geologist	Performs calculations, sketches, checks drawings supplied by others	\$155.00
Engineer / Geologist Intern	Performs calcs, sketches, and works with the supervision of an engineer	\$95.00
Resident Construction Engineer	Manage, schedule, and deliver construction projects, Licensed	\$240.00
Construction Manager	Management of limited scope projects, non-Licensed	\$220.00
Construction Observer 3	Inspects construction, submits daily field reports	\$175.00
Construction Observer 2	Provide Construction Inspection services, written field reports	\$160.00
Construction Observer 1	Provide Construction Inspection services, written field reports	\$145.00
Technician Leader/Supervisor	Provides quality control for field project documentation	\$185.00
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing	\$165.00
Technician 3	Samples and tests asphalt, concrete, aggregate, and soils, Certified	\$140.00
Technician 2	Samples and tests asphalt, concrete, aggregate, and soils, Certified	\$125.00
Technician 1	Samples and tests asphalt, concrete, aggregate, and soils, Certified	\$115.00
CAD Designer	Prepares conceptual study graphics and CAD designs	\$175.00
CAD Technician	Assists in preparing CAD designs	\$115.00
Project Controller	Monthly B2G audit reporting, prompt payment, MWBE compliance	\$185.00
Administrative Assistant	Contract Coordination, Invoicing, audit reporting	\$115.00

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: Yeh and Associates, 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 cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.00 / each
Copies (8 1/2 x 14")	\$0.00 / each
Red-line copies	\$0.00 / S.F.
Reproducibles	\$0.00 / page
Mileage outside the Denver Metro area	\$ current IRS mileage rate
Outside Materials / Services / Supplies	Cost + 10%
Subconsultants / Vendors	Cost + 10%

Exhibit C

Task Order Form



On-Call Professional Services Task Order

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

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

ADD BRIEF SCOPE HERE

<p>TASK ORDER 0 SUMMARY</p> <p>This Task Order (Do Not Exceed):</p> <p>Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No</p> <p>MASTER ON-CALL CATEGORY SUMMARY</p> <p>TASK ORDER TYPE: _____</p> <p>TASK ORDER CATEGORY (if applicable): N/A</p> <p>On-Call Contract Expiration Date:</p> <p>M/W/S/D/EBE On-Call Participation Commitment:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Total of All Task Orders Issued:</td> <td style="width: 10%; text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td style="text-align: right;">0</td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Maximum On-Call Category Capacity:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Remaining On-Call Category Capacity:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <p><i>(for category-based contracts)</i></p> <p>Maximum On-Call Contract Capacity: \$</p> <p>Remaining On-Call Contract Capacity: \$</p>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):	0	This Task Order:	0	Total of All Task Orders & Changes Issued:	\$ 0.00	Maximum On-Call Category Capacity:	\$0.00	Remaining On-Call Category Capacity:	\$ 0.00	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Deputy City Engineer</td> <td style="width: 20%; text-align: right;">Date</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td style="80%;">Approved by Director (PDA)</td> <td style="20%; text-align: right;">Date</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td style="80%;">Approved by Using Agency(s) – If Applicable</td> <td style="20%; text-align: right;">Date</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td style="80%;">Approved by Group Manager</td> <td style="20%; text-align: right;">Date</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td style="80%;">Approved by Project Manager</td> <td style="20%; text-align: right;">Date</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td style="80%;">Approved by On-Call Manager</td> <td style="20%; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	<hr/>		Approved by Director (PDA)	Date	<hr/>		Approved by Using Agency(s) – If Applicable	Date	<hr/>		Approved by Group Manager	Date	<hr/>		Approved by Project Manager	Date	<hr/>		Approved by On-Call Manager	Date
Total of All Task Orders Issued:	\$0.00																																		
Total Task Additions/Deductions (all changes):	0																																		
This Task Order:	0																																		
Total of All Task Orders & Changes Issued:	\$ 0.00																																		
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Approved by Project Manager	Date																																		
<hr/>																																			
Approved by On-Call Manager	Date																																		

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

Distribution: dsbo@denvergov.org, project manager name, contract manager name

Exhibit D

Task Order Change Form



On-Call Professional Services

Task Order Change Request

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

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

Add Scope

<p><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></p> <p>Original Task Order: \$0.00</p> <p>Original Task Order Duration: Calendar Days</p> <p>Original Task Order Completion Date:</p> <p>Scope Includes M/W/S/D/EBE Participation: No</p> <p>Previous Task Order Additions/Deductions: \$0.00</p> <p>This Task Order Change (+/-): _____</p> <p>New Task Order Total (Do Not Exceed): \$ 0.00</p> <p>Adjust the Task Order Completion By: Calendar Days</p> <p>New Task Order Completion Date:</p> <p>TASK ORDER CATEGORY (if applicable):</p> <p>Category Task Order Amount:</p> <p>Remaining Category Task Order Amount:</p> <p>MWBE On-Call Participation Commitment:</p> <p>MASTER ON-CALL CONTRACT SUMMARY</p> <p>On-Call Contract Expiration Date:</p> <p>M/W/S/D/EBE On-Call Participation Commitment: 0</p> <p>Total of All Task Orders Issued:</p> <p>Total Task Additions/Deductions (All Changes):</p> <p>This Task Order Change: \$ 0.00</p> <p>Total of All Task Orders and Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity:</p> <p>Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;">Approved by Deputy City Engineer</td> <td style="width: 30%; text-align: right; padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Director (PDA)</td> <td style="text-align: right; padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Using Agency(s) – If Applicable</td> <td style="text-align: right; padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Group Manager</td> <td style="text-align: right; padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by Project Manager</td> <td style="text-align: right; padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="padding: 5px;">Approved by On-Call Manager</td> <td style="text-align: right; padding: 5px;">Date</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> </table>	Approved by Deputy City Engineer	Date			Approved by Director (PDA)	Date			Approved by Using Agency(s) – If Applicable	Date			Approved by Group Manager	Date			Approved by Project Manager	Date			Approved by On-Call Manager	Date		
Approved by Deputy City Engineer	Date																								
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Approved by Group Manager	Date																								
Approved by Project Manager	Date																								
Approved by On-Call Manager	Date																								

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

Distribution: dsbo@denvergov.org, project manager name@denvergov.org, on-call contract manager name@denvergov.org

Exhibit E

ACORD Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

8/25/2025

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

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

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		
		INSURER A : Zurich American Insurance Company	16535	
INSURED				
1489174	HNTB CORPORATION 950 17TH STREET #2000 DENVER, CO 80202	INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 22324457

REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:	Y 	Y 	GLO 0769451 	1/1/2025 	1/1/2026 	EACH OCCURRENCE		\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 1,000,000	
							MED EXP (Any one person)		\$ 10,000	
							PERSONAL & ADV INJURY		\$ 2,000,000	
							GENERAL AGGREGATE		\$ 4,000,000	
							PRODUCTS - COMP/OP AGG		\$ 4,000,000	
									\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y 	Y 	BAP 0769452 	1/1/2025 	1/1/2026 	COMBINED SINGLE LIMIT (Ea accident)		\$ 2,000,000	
							BODILY INJURY (Per person)		\$ XXXXXXXX	
							BODILY INJURY (Per accident)		\$ XXXXXXXX	
							PROPERTY DAMAGE (Per accident)		\$ XXXXXXXX	
									\$ XXXXXXXX	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE		\$ XXXXXXXX	
							AGGREGATE		\$ XXXXXXXX	
									\$ XXXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N 	Y 	WC 0769453 	1/1/2025 	1/1/2026 	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH- ER		
							E.L. EACH ACCIDENT		\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT		\$ 1,000,000	

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

RE: HNTB PROJECT #88985: 2026 CATEGORY ON-CALL PROFESSIONAL SERVICES

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION See Attachments

22324457

88985 - CITY OF DENVER, DEPARTMENT OF
TRANSPORTATION & INFRASTRUCTURE
201 WEST COLFAX AVENUE, DEPARTMENT 1110
DENVER, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TATIVE
John M. Agnelli

CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY)
8/25/2025

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

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		NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Lloyd's of London	
INSURED 1445015	HNTB CORPORATION 950 17TH STREET #2000 DENVER, CO 80202	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22324473

REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXX						
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ XXXXXXX						
							MED EXP (Any one person)	\$ XXXXXXX						
							PERSONAL & ADV INJURY	\$ XXXXXXX						
							GENERAL AGGREGATE	\$ XXXXXXX						
							PRODUCTS - COMP/OP AGG	\$ XXXXXXX						
	GEN'L AGGREGATE LIMIT APPLIES PER:			NOT APPLICABLE				\$						
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC													
	OTHER:													
	AUTOMOBILE LIABILITY									NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXX
	ANY AUTO												BODILY INJURY (Per person)	\$ XXXXXXX
	OWNED AUTOS ONLY												BODILY INJURY (Per accident)	\$ XXXXXXX
Hired AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$ XXXXXXX												
		\$ XXXXXXX												
		\$ XXXXXXX												
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXX						
	EXCESS LIAB						AGGREGATE	\$ XXXXXXX						
	DED						RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							Y / N	N / A	NOT APPLICABLE		PER STATUTE	OTHE- R	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)											E.L. EACH ACCIDENT	\$ XXXXXXX	
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXX	
	E.L. DISEASE - POLICY LIMIT	\$ XXXXXXX												
A PROFESSIONAL LIABILITY														
	N	Y	LDUSA2504553	5/1/2025	5/1/2026	\$1,000,000 PER CLAIM/ANNUAL AGGREGATE								

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

RE: HNTB PROJECT #88985; 2026 CATEGORY ON-CALL PROFESSIONAL SERVICES. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

CERTIFICATE HOLDER

CANCELLATION See Attachments

22324473 88985 - CITY OF DENVER, DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE 201 WEST COLFAX AVENUE, DEPARTMENT 1110 DENVER, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jay M Agnello</i>

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