

ON-CALL ENGINEERING SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER

And

AECOM TECHNICAL SERVICES, INC.

Contract No. **201309557**

THIS AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **AECOM TECHNICAL SERVICES, INC.** (the "Consultant"), a **California corporation registered to do business in Colorado**, whose address is **555 S FLOWERS ST 4TH FL LOS ANGELES, CA 90071-2201**.

RECITALS:

1. The City, through its Department of Public Works desires to secure "readily available" professional engineering services and related technical services to support the Department's Capital Project Management Division on an "as needed" basis; and

2. The Consultant represents that its members include a duly-licensed engineer of the State of Colorado, and that the Consultant has the present capacity, experience and qualifications to perform professional engineering services for the City in connection with the planning, design and construction of various City projects, as specified in this Agreement; and

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

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

SECTION 1 – ENGAGEMENT

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

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

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

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

SECTION 2 – CONSULTANT'S SERVICES

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

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer 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 that the Project, when constructed in accordance with such drawings and specifications, complies with the Department of Public Works Standard Specifications for Construction - General Conditions, all applicable laws, statutes, codes, ordinances, rules and regulations of the City, state and federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City's acceptance of Construction Documents, will be outside the scope of the 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 Consultant shall prepare the plans, specifications and other documents as requested for each project in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) 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 other construction management techniques. The Consultant agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the 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).
- (h) The reports, studies, drawings and specifications and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Manager 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.

- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget:

- (a) The Consultant agrees to discuss the City's program and budget for each assigned project with the Project Manager and further agrees, unless it has notified the City in writing that the project cannot be accomplished within such budget, to accomplish the project within the intent of the program and final proposal cost. Should the Consultant determine that an assigned project cannot be accomplished within the final proposed cost, the Consultant shall immediately notify the Project Manager, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) If the City requires the Consultant to prepare a formal proposal with a maximum estimated fee for a particular project, the Consultant agrees to complete the project within the limits of the approved final proposal cost, unless otherwise modified by the City. Should all project work exceed such cost, the Consultant agrees to redesign and/or complete the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation:

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, 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. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments:

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

- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, the Manager shall notify the Consultant and give the Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, the Manager may require the Consultant to reassign or replace such key personnel. If the Manager notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.
- (h) Neither the 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 project to which they may be assigned, and the Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the 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 resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Manager before they are assigned to a specific project.
- (k) The Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services - General

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

- (2) The surveying, utility locating and testing budget for the project if applicable.
 - (3) The additional services budget, if any, for the Project.
 - (4) The budget for reimbursable expenses if applicable.
 - (5) A description of the project and requested scope of work (the "Work").
 - (6) An agreed upon schedule for the Consultant's performance.
- (c) Upon approval by the Manager of a project proposal, the approval and appropriation of funding for such project, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
 - (d) The assigned Work shall be performed in conformance with the approved project specific proposal.
 - (e) The Consultant's basic services for each project to which it is assigned may consist of any one or combination of the phases described below and shall include, but are not limited to the civil, structural, mechanical, and electrical engineering and testing services appropriate to each phase of each project and the services described in **Exhibit A**.
 - (f) The Consultant shall obtain written authorization from the City before proceeding with each phase of each assigned project.
 - (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned project. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of projects assigned under this Agreement.
 - (h) If a project which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the project specific proposal for such project, and included in the Consultant's basic services responsibilities for such project.
 - (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

(a) Programming and Investigation Phase:

- (1) The Consultant shall attend such conferences as may be required for a complete understanding of each project, and the Consultant shall document all such conference notices and distribute minutes of such conferences to the City.
- (2) If construction, design or document standards have been adopted by the City, the state, or the federal government for the Project, the Consultant shall comply with all such standards when applicable.
- (3) The Consultant shall perform all additional research or investigation it deems necessary to ensure a complete understanding of the project.
- (4) The Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific project based on the information provided by the City.

- (5) The Consultant shall then review with the City the project requirements with the City to confirm its understanding of the project, budget and any applicable limitations.
 - (6) Upon approval of such costs by the City, and subject to the surveying, utility locating and testing budget for the specific project, the Consultant shall obtain all plats, special studies and engineering data necessary to properly investigate and report on the project.
 - (7) The Consultant shall then, through a written report and informal presentation, 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 program needs and overall budget constraints of the City.
 - (8) The Consultant shall also include as part of this phase all applicable portions referenced in **Exhibit A**.
- (b) Schematic Design Phase:
- (1) The Consultant shall not begin work on the Schematic Design Phase of any project unless and until written notice to proceed with such phase is received from the Project Manager.
 - (2) During the Schematic Design Phase for each project, the Consultant shall, in response to the City's requirements, the budget restrictions of the project and the format of design and construction selected by City, prepare for the City's approval 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 so as to allow the City to make knowledgeable and informed decisions as to the selection of alternates and resolution of other scope and budget questions.
 - (3) The Consultant shall also provide a preliminary Statement of Probable Construction Cost of the project for the City, taking into account the City's project budget.
 - (4) The Consultant shall also include as part of this phase all applicable portions referenced in **Exhibit A**.
- (c) Design Development Phase:
- (1) Prior to beginning the Design Development Phase of each project, the Consultant shall obtain written approval of its final Schematic Design Documents and the Statement of Probable Cost.
 - (2) The Consultant shall prepare Design Development Documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the Manager.
 - (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each project scope and design.
 - (4) As required, the 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 main and electrical services as needed for the construction of the project, as well as elevations of gravity lines and 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 Consultant shall also prepare preliminary specifications, when specifically requested, for each project. The Consultant must ensure that existing standard details and technical specifications for specific requesting agencies are strictly followed. Alteration and editing of existing standards is not acceptable. Project specific alterations which are necessary to existing standards must be addressed using revision sheets.
 - (6) The Consultant shall provide a proposed project time schedule, including key dates and milestones.
 - (7) The Consultant shall then prepare a Statement of Probable Construction Cost which shall be calculated by the Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
 - (8) The Consultant shall also provide, as part of this phase, all applicable services referenced in **Exhibit A**.
- (d) Construction Documents Phase:
- (1) Prior to beginning the Construction Documents Phase, the 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 Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.

- (2) The Consultant shall prepare the Construction Documents from the approved Design Development Documents and by incorporation of any further changes authorized by the City and agreed to by the 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, 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 setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
 - (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.
 - (5) Acceptance of the Construction Documents shall not relieve the 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 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 professional engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Consultant shall be ultimately responsible for all design work provided under this Agreement.
 - (7) The Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
 - (8) The Consultant shall provide a list of long lead items to the City's Project Manager.
 - (9) The Consultant shall provide the City with a Final Statement of Construction Cost based upon the submitted Design Documents for the City's consideration.
 - (10) The Consultant shall also include as part of this phase all applicable portions of **Exhibit A**.
- (e) Bidding Phase:
- (1) Prior to beginning the Bidding Phase of the project, the 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.
 - (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. During this phase, the Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the project documents, bid documents, and the invitation for bids for the written acceptance of 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 Consultant of the responsibility for design deficiencies, errors, or omissions;

- (ii) Assisting the City in advertising the Invitation(s) for Bids and assisting in the distribution of Bid Documents;
- (iii) 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;
- (iv) Providing the City with twenty-five (25) copies of the Bid Package and Bid Documents or such other number as are required by the proposal;
- (v) Distributing copies of the Bid Package(s) and Bid Documents, and collecting deposits, if any, for same. The amount of the deposits will be set by the City;
- (vi) Answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared and distributed to the bidders as an addendum, with explanatory notes if necessary;
- (vii) Preparing any necessary addenda;
- (viii) Participating in the pre-bid conference with prospective bidders;
- (ix) Attending the bid opening set by the City and furnishing tabulation sheets for bidders;
- (x) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders, assisting in the preparation and certification of the bid tabulation and recommending the lowest responsive bidder; and
- (xi) Performing all work noted in all applicable portions of **Exhibit A**.

(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 Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the 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, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation will be paid to the Consultant because of extensions of the Contractor's period of performance or other performance schedule revisions.
- (3) The Consultant shall assist at a pre-construction conference with the Contractor and shall take and distribute to the City and the Contractor written minutes of the pre-construction conference and of all meetings conducted by the Consultant.
- (4) The Consultant shall take written minutes of all project meetings and shall distribute such minutes to the City and Contractor within five (5) days.

- (5) The Consultant shall conduct meetings, which shall be held on a weekly basis, at which time the Contractor and the Consultant may discuss and, in conjunction with the City, resolve such matters as 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. Additional special job site meetings shall be held when deemed necessary by the Consultant.
- (6) On the basis of the Consultant's on-site visits, the Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
- (7) The Consultant shall, within five (5) working days of receipt of each pay request from Contractor, determine the amount owing to Contractor and shall certify requests for payment in such amounts, on the basis that the Work has progressed to the point indicated and that the quality of work is in accordance with the Contract Documents, or, within the same five (5) days, reject the pay request for due cause and advise the Contractor and, in either scenario, submit the pay request to the responsible City official.
- (8) If, in the Consultant's opinion, the Contractor has fallen behind schedule, the Consultant shall immediately notify the Project Manager. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will insure 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 Consultant shall immediately notify the City and recommend a course of action.
- (9) The Consultant will be the interpreter of the requirements of the Project Plans and Specifications. The Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.
- (10) The Consultant shall reject work which, in the Consultant's opinion, does not conform to the Contract Documents, and shall notify the Contractor and the City of the reason for each such rejection. To confirm compliance with the Contract Documents, drawings, specifications, designs and plans, the Consultant may request approval by the City to direct the Contractor to uncover any portion of the work in accordance with the General Contract Conditions.
- (11) The Consultant shall review and approve all shop drawings, 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 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 Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the 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 Contractor within five (5) days. The Contractor shall submit to the 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.
- (12) The Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such requests. The Consultant shall submit written recommendations to the City concerning all requests for Change Orders, and shall prepare and issue those Change Orders approved by City.

- (13) All change orders shall be on forms supplied by the City. The 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.
- (14) The City will transmit a copy of all completed change orders to the Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (15) The Consultant shall ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided: The Consultant may authorize minor changes in the work not affecting the project value or cost or time of completion, and shall inform the City of such approvals or directions in writing.
- (16) The 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 Consultant shall immediately make an oral report of such nonconformance to the Contractor, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The 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 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 Consultant 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.
- (17) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a field report using the form(s) approved by the Project Manager for each individual project.
- (18) Should the Contractor or any subcontractor fail to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Consultant, the Consultant shall report such failure to the non-complying Contractor and City's project manager. If the City's Project Manager is unable to be reached in person or by phone, the Consultant shall, if appropriate, issue a stop-work order to the contractor for up to four hours. If in issuing such a stop-work order to the contractor, the Consultant acts in accordance with the professional standards for performance of its services under this Agreement, it shall not be responsible for any delay in the performance of the work caused by the issuance of such stop-work order. After the expiration of the four-hour stop-work order, or as soon as notice is given to the City by the Consultant, whichever occurs first, the Consultant shall recommend to the City whether the suspension should continue and provide the City with a written statement regarding the circumstances surrounding the issuance of the stop-work order. Any further suspension of the work shall be the responsibility of the City.
- (19) The Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the project.

- (20) If the 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 Consultant shall notify the City immediately.
- (21) Upon the completion of the entire work or a designated portion thereof, the Consultant shall, in consultation with the City, issue a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions.
- (22) The Consultant shall, in consultation with the City, provide to the Contractor(s) and 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.
- (23) "Record Drawings" shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under the contract. Record Drawings may also be referred to as as-built drawings or just as-builts.

Prior to Final Inspection, the Consultant shall obtain the original "Red-line" drawings and final survey, if applicable, as well as a conformed copy of the Project Specifications from each Contractor. Based on these documents, the 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 "Red-line" sets of drawings prepared by Contractor along with the final survey information as applicable. These final Record Drawings shall incorporate the Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Consultant as being Record Drawings. These final Record Drawings shall be delivered to the City Project Manager in hard copy and .pdf format, together with all of the "Red-line" drawings provided by the Contractor(s) and the final survey records, as applicable, from which they were derived. The last five percent (5%) of the Consultant's basic services fee for each project will not be paid until such Record Drawings and all support documents required are received.

- (24) The Consultant shall attend the Final Inspection with the Contractor and 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 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.
- (25) Prior to final payment to the Contractor, the Consultant shall review all outstanding claims, Contractor requests and final punch list work, of any type or description, which have not been settled during the Contractor's work on the project and shall prepare a written report outlining the background and status of such claims, deficient or outstanding work and deficient or outstanding Work and making recommendations as to the ultimate disposition of such outstanding claims and Work.
- (26) 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 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 Consultant to the City and the Contractor and the Consultant shall issue the necessary directives to the Contractor to require that the deficiencies are corrected at no cost to the City.

- (27) The Consultant shall also include as part of this phase all remaining and applicable portions of **Exhibit A**.

2.08 Surveying and Testing:

- (a) The Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The 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 Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly of the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Manager 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.
- (f) 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 Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Consultant shall notify the City in writing immediately.
- (g) 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 Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Consultant identified in its Proposal MBE and/or WBE firms with

which it intends to subcontract under this Agreement, with a total participation level by such firms of **10%**.

- (b) Under § 28-72 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Consultant acknowledges that:
- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
 - (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. 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 or by the Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.
 - (4) Failure to comply with these provisions may subject the Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

3.02 Reimbursable Expenses: Unless expressly authorized by the City as part of any approved project proposal or specified in Exhibit A, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work

performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City 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 work order as a not-to-exceed reproducible expense.

3.03 Surveying and Testing: The Consultant shall be reimbursed its costs for any previously approved surveying, utility locating and testing services it provides for any assigned project, subject to the terms and conditions set forth herein and any surveying, utility locating and testing budget limits for that specific project.

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

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

3.06 Invoices: The Consultant shall invoice and be paid monthly in proportion to the progress of the Work on each assigned project. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in Exhibit B. The rates contained in Exhibit B can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.27. The Consultant shall maintain hourly records of the time worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated as necessary to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned project, shall not be made until after the project is accepted, all guarantees, certificates of completion, and Record Drawings and support documentation are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the Consultant. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.

3.07 Maximum Contract Amount; Funding:

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **THREE MILLION DOLLARS (\$3,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular projects assigned to the Consultant under this Agreement for the particular year(s) in which this Agreement is in effect, and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned project, at the time it accepts each proposal for a specific project. The Manager of Public Works, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific project.

- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific project to exceed the amount appropriated for the Consultant's work on a specific project is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager of Public Works that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a project are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on **April 1, 2013**, and shall expire on **March 31, 2016**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager.

4.02 Termination.

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

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents:

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

5.03 Taxes and Licenses: The Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or

execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 **Consultant's Records:** Records of the Consultant's direct personnel, consultant and reimbursable expenses pertaining to this Agreement and records of accounts between the City and the Consultant shall be kept on a generally recognized accounting basis. The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

5.05 **Assignment and Subcontracting:** The City is not obligated or liable under this Agreement to any party other than the Consultant named herein. The 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 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 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 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 Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 **Insurance:**

General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the 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, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Consultant certifies that the certificate of insurance attached as Exhibit D, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that

does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

Additional Insureds: For Commercial General Liability and Auto Liability, Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

Waiver of Subrogation: For all coverages, Consultant's insurer shall waive subrogation rights against the City.

Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

Professional Liability: Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Additional Provisions:

- (1) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (ii) A severability of interests, separation of insureds or cross liability provision; and
 - (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (3) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have

been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Indemnification:

- (a) To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5.09 Colorado Governmental Immunity Act: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (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 Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

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

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

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

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

5.12 **Governing Law; Venue:** 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 Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated projects. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable task order or the Agreement.
- (b) 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 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.
- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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 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 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 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 Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the 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 Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant 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 Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) 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 Consultant of such request in order to give the 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 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 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 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 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 Consultant from City facilities or participating in City operations.

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

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

including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

5.20 Disputes: All disputes between the City and 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 Manager.

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

5.22 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 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 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 Manager, 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 Manager 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 Manager, City Council or the Auditor.

5.24 Legal Authority. Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind 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 Consultant or the person signing the Agreement to enter into this Agreement.

5.25 Notices. Notices, concerning the termination of this Contract, notices of alleged or actual violations of the terms or conditions of this Contract, and other notices of similar importance, including changes to the person to be notified or their addresses, shall be made:

to the City: Manager of Public Works
 201 West Colfax Avenue, Dept. 1110
 Denver, Colorado 80202

with a copy to: Assistant City Attorney
 201 West Colfax Avenue, Dept. 1207
 Denver, Colorado 80202

to the Consultant: **555 S FLOWER ST 4TH FL LOS ANGELES,CA**
 90071-2201

All notices shall be in writing and provided by either personal delivery or certified mail, return receipt requested. All notices are effective upon personal delivery or upon placing the notice in the United States mail. 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 Counterparts of this Agreement: This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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Contract Control Number: PWADM-201309557-00

Contractor Name: AECOM TECHNICAL SERVICES INC

By: 

Name: Alan Eckman
(please print)

Title: Associate Vice President
(please print)

ATTEST: [if required]

By: 

Name: Stephen M. O'Brien
(please print)

Title: Senior Vice President
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A SCOPE OF WORK

A. Project Description

This contract (or these contracts) will provide on-call professional engineering services to support the Capital Projects Management program, as well as provide general engineering services throughout Public Works, as requested. These services include, but are not limited to: hydraulic and hydrologic studies, feasibility analyses and full project design for storm sewer basins and facilities; sanitary sewer system analyses and full project design; utility coordination, relocation and permitting; surveying; traffic engineering; geotechnical investigations; and other Civil Engineering design services.

B. Summary of Required Services

The following is a list of anticipated general engineering services and work scope needed through this (these) on-call contracts:

Design Services

1. Full range of Structural and Bridge Design Services - Steel, timber, and concrete bridges (including cast-in-place, pre-stressed or post-tensioned; retaining walls, piers, columns, culverts, abutments and other related structures
2. Hydraulic and Hydrologic studies, (including bridge scour mitigation), CLOMR and LOMR preparation, analysis and design of sanitary and storm sewers; Water Quality Analysis and temporary and/or permanent system design.
3. Roadway and pavement design
4. Utility design (including permitting) and Utility coordination.
5. Land Surveying (including Topographical Surveys, Improvement Surveys, R.O.W. – preliminary, final legal descriptions, exhibits and monumentation)
6. Electrical and Lighting Engineering
7. Plan Review, including reviews of transportation, storm and sanitary sewer studies
8. Landscape Architecture, irrigation design and Urban/Streetscape Design
9. Traffic signal and signal system design
10. ITS infrastructure analysis and design, including Traffic Management Center design
11. Cost estimating
12. Railroad Crossing Design
13. Railroad coordination and permit application
14. Transit Station Infrastructure Engineering
15. Project Management Services
16. Building commissioning

Construction/Preconstruction Services

1. Surveys/Construction Staking
2. Geotechnical Engineering, materials testing, weld inspection, environmental and hazardous materials analysis
3. Construction Engineering/Project Management Assistance
4. Environmental Studies, clearances, evaluations, hazmat assessments and reports
5. Inspection: all civil and structural, transportation and vertical (building) project components

Planning Services

1. Signal system management including signal retiming along corridors or systems of corridors
2. Traffic signal system communications including expansion of the signal system, fiber optic interconnect which may include cabinet changes, CDOT project processes, plan preparation and splicing diagrams
3. Performance measurement
4. Multi-mode transportation planning and multi-mode traffic and operation simulation
5. Traffic Forecasting (Consultant must be familiar with DRCOG's Travel Demand Model and TransCad™ Software)
6. Development-related traffic impact analysis

Miscellaneous Services

1. Database program development and GIS interface and mapping.
2. Bridge Inspection and management
3. Project scheduling
4. Clerical, and contract administration
5. Parking Studies
6. Special District Creation/management
7. Public Involvement/Agency Coordination
8. Data collection, including infrastructure assets or other information as needed
9. Traffic and Safety analysis
10. CAD and drafting
11. Parking studies, traffic safety analyses, and other traffic studies.

EXHIBIT B
CONSULTANT'S RATES

Firm Name: AECOM Technical Services, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Technical design direction; oversight of team; performs design tasks and quality reviews	\$225.00/ hr
Senior/Contract Manager	Technical design direction; oversight of project team; performs quality reviews	\$180.00/ hr
Senior Engineer	Provides design quality reviews	\$170.00/ hr
Senior Planner	Provides planning design quality reviews	\$170.00/ hr
Project/Task Manager	Oversight of team and provides direction; tracking of schedule, budget and project milestones	\$165.00/ hr
Engineer III	Performs design and engineering calculations	\$135.00/ hr
Planner III	Performs design and planning calculations	\$120.00/ hr
Construction Manager II	Observation of construction as related to compliance with design and specifications	\$110.00/ hr
CADD Manager	Establishes and ensures drafting standards; performs drafting/design	\$100.00/ hr
Field Engineer III	Conducts field visits of project site; observes/inventories existing and potential engineering issues	\$90.00/ hr
Engineer II	Assist with the design and engineering calculations	\$90.00/ hr
Planner II	Assist with the design and planning calculations	\$85.00/ hr
CADD Drafter	Performs drafting of technical drawings	\$80.00/ hr
Engineer I	Assist with the design and engineering calculations	\$80.00/ hr
Field Engineer II	Conducts field visits of project site; observes/inventories existing and potential engineering issues	\$75.00/ hr
Planner I	Assist with the design and planning calculations	\$75.00/ hr
Field Engineer I	Conducts field visits of project site; observes/inventories existing and potential engineering issues	\$75.00/ hr
Construction Manager I	Observation of construction as related to compliance with design and specifications	\$75.00/ hr
Field Inspector III	Inspects the quality of services for the project; construction management	\$75.00/ hr
Field Inspector II	Inspects the quality of services for the project	\$65.00/ hr
Field Inspector I	Inspects the quality of services for the project	\$60.00/ hr
Administrative Assistant	Maintains all official documents; performs quality control on deliverables	\$60.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Mileage	\$ 0.50 / mile
Copies (8 1/2 x 11") BW	\$ 0.06 / each
Copies (8 1/2 x 11") Color	\$ 0.22 / each
Copies (11 x 17") BW	\$ 0.12 / each
Copies (11 x 17") Color	\$ 0.44 / each
Foam Core Mounted Boards	\$ 4.00 / sq.ft.
Mylar	\$ 3.50 / sq.ft.
Other Materials/Supplies	At Cost

Firm Name: 105 West, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Survey Manager	Project Manager, oversight of the survey crew, tracking of schedule, budget and project milestones	\$115.00/ hr
Project Surveyor	Senior technician who prepares topographic surveys, legals, exhibits and ROW plans	\$90.00/ hr
Survey Technician	Preparation of topographic surveys, legals, exhibits and ROW plans	\$75.00/ hr
Two-man crew	Field survey work	\$125.00/ hr
One-man crew	Field survey work	\$105.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Vehicle Mileage	\$ <u>0.50</u> / mile
Copies (11 x 17")	\$ <u>0.22</u> / each
Outside - Materials/Supplies/Services	Cost plus 10%

Firm Name: Apex Design, PC

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$135.00/ hr
Senior Design Engineer	Provides design quality reviews	\$100.00/ hr
Design Engineer	Preparation of engineering drawings and reports	\$90.00/ hr
Project Administrator	Maintains all official documents; performs quality control on deliverables	\$80.00/ hr
Project Assistant	Helps Project Administrator organize project documents	\$65.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Subsistence outside Metro Area	\$ 250.00 / day
Copies (8 1/2 x 11") BW	\$ 0.07 / each
Copies (8 1/2 x 14") BW	\$ 0.15 / each
Copies (8 1/2 x 11") Color	\$ 1.00 / each
Copies (8 1/2 x 14") Color	\$ 1.50 / each
Outside - Materials/Supplies/Services	Cost plus 10%

Firm Name: Clanton & Associates, Inc

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$180.00/ hr
Project Manager	Provide design; tracking of schedule, budget and project milestones	\$90.00/ hr
Electrical Designer	Preparation of electrical designs and calculations	\$100.00/ hr
Senior Designer	Preparation of design and engineering calculations	\$90.00/ hr
Engineer	Assists with preparation of design and engineering calculations	\$90.00/ hr
CAD Technician	Performs drafting of technical drawings	\$60.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (11 x 17")	\$ 0.15 / each

Firm Name: Entitlement and Engineering Solutions, Inc.

Title / Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$135.00
Senior Project Manager	Technical design direction; oversight of team; performs design tasks and quality reviews	\$125.00
Project Manager	Provide design; tracking of schedule, budget and project milestones	\$115.00
Project Engineer	Performs design and engineering calculations	\$115.00
Engineer I	Assist with the design and engineering calculations	\$90.00
Construction Observation	Observation of construction as related to compliance with design and specifications	\$90.00
Senior Drafter	Establishes and ensures drafting standards; performs drafting/design	\$85.00
CAD Technician	Performs drafting of technical drawings	\$75.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>	
Copies (8 ½ x 11") Black and White	\$ 0.10	/each
Copies (8 ½ x 11") Color	\$ 1.00	/each
Copies (11 x 17") Black and White	\$ 0.15	/each
Copies (11 x 17") Color	\$ 1.50	/each
Roll Plots Black and White	\$ 1.00	/sq. ft.
Roll Plots Color	\$ 5.00	/sq. ft.
Mileage	\$ 0.555	/mile
Outside – Materials/Supplies/Services	Cost Plus 10%	

Firm Name: Engenuity Engineering Solutions

Title/Classification	Responsibilities	Rate/Hr.
Senior Project Manager	Technical design direction; oversight of team; performs design tasks and quality reviews	\$135.00/ hr
Senior Technical Professional	Technical design direction; oversight of team; performs design tasks and quality reviews	\$135.00/ hr
Project Manager II	Provide design; tracking of schedule, budget and project milestones	\$125.00/ hr
Project Manager I	Provide design; tracking of schedule, budget and project milestones	\$115.00/ hr
Senior Engineer IV	Performs design and engineering calculations	\$110.00/ hr
Senior Engineer III	Performs design and engineering calculations	\$105.00/ hr
Senior Engineer II	Performs design and engineering calculations	\$100.00/ hr
Senior Engineer I	Performs design and engineering calculations	\$95.00/ hr
Engineer IV	Assist with the design and engineering calculations	\$85.00/ hr
Engineer III	Assist with the design and engineering calculations	\$80.00/ hr
Engineer II	Assist with the design and engineering calculations	\$75.00/ hr
Engineer I	Assist with the design and engineering calculations	\$70.00/ hr
Sr. CADD Technician	Establishes and ensures drafting standards; performs drafting/design	\$75.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.7-2.0

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Mileage	\$ 0.55 / mile
BW Plots	\$ 1.00 / sq. ft.
Color Plots	\$ 5.00 / sq. ft.
Copies (8 1/2 x 11") BW	\$ 0.10 / each
Copies (8 1/2 x 11") Color	\$ 1.00 / each
Copies (11 x 17") BW	\$ 0.15 / each
Copies (11 x 17") Color	\$ 1.50 / each
Outside – Materials/Supplies/Services	Cost plus 10%

Firm Name: Fehr & Peers

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$210.00/ hr
Project Manager	Provide design; tracking of schedule, budget and project milestones	\$155.00/ hr
Project Support	Preparation of designs and engineering calculations	\$125.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of ExpensesItemCharge Rate

General Charges

5 % of project hours

Firm Name: GBSM, Inc

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of team, Meeting facilitator, provides direction	\$245.00/ hr
Senior Associate	Tracking of schedule, budget and project milestones, project manager	\$215.00/ hr
Associate	Assists senior associate for public meetings and other public involvement	\$140.00/ hr
Support Staff	Organizes necessary materials for projects	\$ 60.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11") BW	\$ 0.05 / each
Copies (8 1/2 x 11") Color	\$ 0.10 / each

Firm Name: Geocal, Inc

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$192.53/ hr
Project Manager	Provide design; tracking of schedule, budget and project milestones	\$125.36/ hr
Project Engineer	Preparation of design and engineering calculations	\$78.16/ hr
Project Inspector	Inspects the quality of services for the project; construction management and geotechnical investigations	\$72.61/ hr
CAD Technician	Performs drafting of technical drawings	\$51.39/ hr
Senior Technician	Oversight of construction inspection team; performs quality reviews for geotechnical studies and design	\$62.63/ hr
Technician	Assists in performing construction inspection, and geotechnical studies and design	\$58.41/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Mileage	\$0.55/mile or government rate
Drill Rig Solid Stem Auger	\$135.00/hr
Drill Rig Hollow Stem Auger	\$150.00/hr
Coring Operations Concrete	\$95.00/hr
Coring Operations Asphalt	\$90.00/hr
Swell/Consolidation Test	\$65.00/test
Swell/Consolidation Test (remolded)	\$110.00/test
Time Consolidation	\$95.00/test
Gradation Analysis to No. 200 Sieve	\$60.00/test
Hydrometer Analysis	\$90.00/test
Plastic and Liquid Limits Test	\$65.00/test
Natural Moisture Content and Dry Unit Weight of Soil	\$25.00/test
Direct Shear	\$125.00/test
Standard Proctor	\$105.00/test
Modified Proctor	\$115.00/test
Water Soluble Sulfates	\$35.00/test
PH Level	\$25.00/test

R-value	\$375.00/test
CBR Test	\$350.00/test
Check Point Proctor	\$55.00/test
Unconfined Compressive Strength Soils	\$75.00/test
Concrete Compression	\$18.00/test
Concrete Mix Design Cylinders	\$1,300/design
Flexural Strength Beams	\$30.00/test
Absorption CMU Blocks	\$75.00/test
Compressive Strength CMU Block Hollow	\$55.00/test
Compressive Strength CMU Block Grout Filled	\$75.00/test
Compressive Strength CMU Prism (Hollow)	\$120.00/test
Compressive Strength CMU Prism (Grouted)	\$175.00/test
Mortar Cube Compressive Strength	\$25.00/test
Grout Compressive Strength	\$35.00/test
Superpave Mix Design	\$2,200.00/test
Superpave Volumetric Properties (set of 3)	\$300.00/test
Hveem Stability	\$110.00/test
AC Content Calibration of AC Oven	\$400.00/mix
AC Content and Aggregate Gradation	\$100.00/test
Bulk Density and Thickness Cores	\$25.00/test

Firm Name: Goodbee & Associates, Inc

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$140.00/ hr
Project Manager	Provide design; tracking of schedule, budget and project milestones	\$130.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (11 x 17")	\$ 0.10 / each
Blueline Copies, Mylar Copies, Sepias	\$ at cost / each
Outside Materials, Supplies, Services	Cost plus 10%
Subconsultants	Cost plus 10%

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$115.50/ hr
Senior Project Manager	Technical design direction; oversight of team; performs design tasks and quality reviews	\$103.95/ hr
Project Manager	Provide design; tracking of schedule, budget and project milestones	\$84.89/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.25 / each
Copies (11 x 17")	\$ 0.25 / each
Mileage \$	0.555 / mile

Firm Name: L.S. Gallegos & Associates

Title/Classification	Responsibilities	Rate/Hr.
Project Management Svc., CE/CM Assistance, Special District Creation/Management Plan Review	Oversight of engineering design and quality; technical design direction	\$178.48/ hr
Project Management Services	Provide design; tracking of schedule, budget and project milestones, change order management	\$217.88/ hr
Project Scheduling, Cost Estimating	Tracking of schedule; cost estimations for various tasks	\$191.70/ hr
Data Base Program Development & GIS Interface & Mapping	Compiling of data; preparation of exhibits, maps and plans	\$130.90/ hr
Building Commissioning	Office engineering, contract/procurement administration, building information management (BIM)	\$82.50/ hr
Inspection	Inspects the quality of services for the project	\$82.50/ hr
Data Collection	Collection of various types of data required for mapping, studies and design	\$100.28/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	N/C
Copies (11 x 17")	N/C

Firm Name: Pinyon Environmental, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight of engineering design and quality; technical design direction	\$170.00/ hr
Project Manager	Provide design; tracking of schedule, budget and project milestones	\$130.00/ hr
Senior Environmental Scientist	Environmental services including site assessments, site investigations, soil/surface/groundwater testing, NEPA related surveys	\$150.00/ hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11") BW	\$ 0.10 / each
Copies (8 1/2 x 11") Color	\$ 0.25 / each

EXHIBIT C
KEY PERSONNEL



KEY PERSONNEL

Skillfully Balanced Team

AECOM and our team is organized so that any task order can be quickly assigned and executed by the right people. The team of AECOM professionals and subconsultant partners provides a balanced and deep bench of top-tier talent and a commitment to customer service.

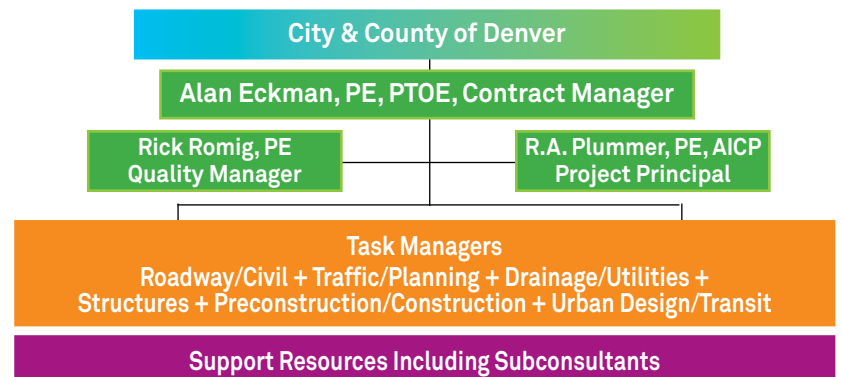
At your request, we have provided brief biographical data on the primary participants. For your consideration, we've also provided experience for both simple and complex assignments that illustrates the depth of our personnel and willingness to work on a multitude of varied projects. We have found that lessons learned on complex projects are often implemented on smaller projects such as those anticipated as part of this On-Call contract.

Principal and Contract Manager

R.A. Plummer, PE, AICP and Alan Eckman, PE, PTOE plus this team have demonstrated leadership, flexibility, and quality in a skillfully balanced, seasoned, solid, and responsive manner.

- ◆ **R.A. Plummer, PE, AICP, Project Principal**, is the Mountain District Manager and AECOM Vice President. R.A.'s role as Project Principal is to ensure the City and County of Denver receives the high quality service and personnel they have come to expect from AECOM. He will work closely with the Contract Manager on staffing assignments to ensure the necessary resources are provided to successfully complete every task order. He will meet with City staff quarterly to audit project progress.
- ◆ **Alan Eckman, PE, PTOE, Contract Manager**, will serve as the main point-of-contact, and will work closely with the City personnel to identify staff for specific project needs. He brings over 15 years of experience, including 14 years working at AECOM. Alan is experienced as a project manager over multiple disciplines. His project manager skills span planning to design to implementation and he is committed to achieving success for all projects.

Key Personnel Organization



AECOM offers City and County of Denver availability and flexibility while ensuring quality projects.

Being available and flexible while ensuring quality projects are key components to a successful On-Call contract service.

AECOM provides availability in multiple ways. Our depth of resources means we can provide the professional team and tools you need for any engineering and support task, both planned and unforeseen.

Our task order managers' expertise in all disciplines translates to quick response by the people with the skills you need for any task order. As the contract manager, Alan Eckman can draw on all of AECOM's Colorado, Regional, and National resources as necessary to staff any project.

We have included subconsultants that expand this flexibility with firms that we have trusted working relationships and that bring the type of talent that fit the services your program will need while ensuring we meet or exceed our M/WBE requirements.

AECOM advantages include:

Availability

- ◆ Staff able to respond quickly offering long-term local continuity.
- ◆ Reliable and knowledgeable staff at your disposal.

Flexibility

- ◆ Wide range of personnel experience to fit any need.
- ◆ Ability to react quickly and be anywhere, any time.

Quality

- ◆ Commitment to excellence.
- ◆ Constant attention to safety.

The AECOM team includes key personnel and team members with the depth of experience in all the areas of services the City may need ranging from simple task orders to more complex assignments. (A full organization chart is illustrated in Tab 3.)




KEY PERSONNEL STAFF SUMMARIES

	Key Staff / Role Yrs. Exp. / Yrs. With AECOM / Time Availability	Relevant Qualifications	Similar Experience Related to City & Co. of Denver On-Call
SENIOR LEADERSHIP	 Alen Eckman, PE, PTOE Contract Manager 15 Years Exp./14 Yrs. AECOM Availability: 60%	Experienced as a project manager over multiple disciplines. Project manager skills span planning to design to implementation. Committed to achieving success for all projects.	Ongoing and Previous On-Call Projects including: City of Ft. Collins; City of Denver; City of Colorado Springs; City of Centennial; City of Littleton; Pueblo Co.; and CDOT.
	 R.A. Plummer, PE, AICP Project Principal 20 Years Exp./5 Yrs. AECOM Availability: 25%	Works closely with Contract Manager to ensure clients receive high quality service and personnel they have come to expect from AECOM.	Ongoing and Previous On-Call Projects including: City of Ft. Collins; City of Denver; City of Colorado Springs; City of Centennial; City of Littleton; Pueblo Co.; and CDOT.
	 Rick Romig, PE Quality Manager 28 Years Exp./14 Yrs. AECOM Availability: 25%	Quality manager responsible for implementing Quality Management Systems.	Ongoing and Previous On-Call Projects throughout Colorado.
TASK MANAGERS	 John Sabo, PE Roadway/Civil Task Mgr. 15 Yrs. Exp./12 Yrs. AECOM Availability: 60%	Roadway design task manager for multiple projects, from small to large in scale and cost. Roadway task manager for design and post-design projects.	Ongoing and Previous On-Call Projects including: City of Ft. Collins; City of Boulder; Rio Blanco Co.; CDOT; City of Littleton; Pueblo Co.; and El Paso Co.
	 Corey Lang, PE Roadway/Civil Task Mgr. 14 Yrs. Exp./2 Yrs. AECOM Availability: 60%	Experience roadway design task manager having delivered on a variety of sizes of task order projects.	Ongoing and Previous On-Call Projects including: CDOT and Pueblo Co.
	 Lisa Candelaria, PE Traffic/Planning Task Mgr. 8 Yrs. Exp./6 Yrs. AECOM Availability: 75%	Experience working on traffic and planning for small to large scale projects.	Ongoing and Previous On-Call Projects including: City of Centennial; City of Littleton; and CDOT.
	 Don Holloway, PE, PTOE Traffic/Planning Task Mgr. 25 Yrs. Exp./13 Yrs. AECOM Availability: 60%	Strong traffic/planning background with experience as a City traffic engineer and possesses traffic simulation expertise.	Ongoing and Previous On-Call Projects including: City of Denver; City of Centennial; CDOT; Pueblo Co.; and Rio Blanco Co.
	 Tom Fuentes, PE, CFM Drainage/Utilities Task Mgr. 35 Yrs. Exp./8 Yrs. AECOM Availability: 60%	Extensive knowledge in drainage design, water quality, floodplains, SWMP plans, stormwater and more.	Ongoing and Previous On-Call Projects including: CDOT; Pueblo Co.; El Paso Co.; and Douglas Co.
	 Chuck Kennedy, PE, CFM Drainage/Utilities Task Mgr. 16 Yrs. Exp./14 Yrs. AECOM Availability: 75%	Experienced with utility agencies in the Denver area and with specialized water quality design.	Ongoing and Previous On-Call Projects including: CDOT; Pueblo Co.; El Paso Co.; and Rio Blanco Co.
	 Gary Maji, PE Structures Task Mgr. 24 Yrs. Exp./13 Yrs. AECOM Availability: 60%	Strong background in managing engineering and construction projects. Structures PM for projects throughout CO including lead Bridge engineer for over 17 bridges in CDOT R4.	Ongoing and Previous On-Call Projects including: City of Ft. Collins; CDOT; City of Denver; and Rio Blanco Co.
	 Dave Holst, PE Structures Task Mgr. 18 Yrs. Exp./15 Yrs. AECOM Availability: 25%	Structures PM and design leader for over 10 years and managing teams of 5-20 staff. Designs and manages complex structure and interchange projects.	Ongoing and Previous On Call Projects including: CDOT; Rio Blanco Co.; and Douglas Co.
	 Skip Hlad, PE Pre- & Construction Task Mgr. 38 Yrs. Exp./5 Yrs. AECOM Availability: 75%	Extensive experience as construction manager and inspection task order manager. Responsible for over 70 transportation infrastructure projects with up to 50 staff.	Ongoing and Previous On-Call Projects including: CDOT; City of Boulder; and Pueblo Co.
	 Steve Wilensky, RLA Urban Design & Transit 37 Yrs. Exp./6 Yrs. AECOM Availability: 40%	Transit station and TOD design manager on multiple major transit corridors including T-REX.	Ongoing and Previous On-Call Projects including: City of Denver and Douglas Co.
	 Rhonda Bell Urban Design & Transit 11 Yrs. Exp./6 Yrs. AECOM Availability: 75%	Experience in creating detailed, action-oriented small area plans and station area design for communities located near transit.	Ongoing and Previous On-Call Projects including: City of Denver.

PRIMARY KEY PERSONNEL BIOS

Key Personnel's Experience Ranges from **Simple** to **Complex** projects

This team offers outstanding professionals who are committed to the success of each and every project. The following brief bios highlight the experience of the primary key staff on this team on the types of projects you may need help with, ranging from simple to complex assignments.

<p>Alan Eckman, PE, PTOE Contract Manager</p>		<ul style="list-style-type: none"> »» MBA, University of Colorado, 2004 »» BS, Civil Engineering, Colorado State University, 1998 »» PE, Colorado, 37584, 2003 »» Professional Traffic Operations Engineer, 1781, 2005
<p>Alan is a Project Manager and Associate Vice President. Alan has managed many different On-Call contracts and task orders for various municipal, county, and DOT clients throughout Colorado. Alan is known as a strong partner able to efficiently manage multiple task orders throughout project development, design and construction support services.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Task Order Manager for Colfax Safety Audit in Denver; Denver City Park Traffic Circle; Hancock Re-Alignment Study for City of Colorado Springs. »» On-Call Contract Manager for City of Littleton, City of Centennial, City of Denver, and City of Colorado Springs Traffic Services. 		<p>Complex</p> <ul style="list-style-type: none"> »» Project Manager for 38th/Blake TOD infrastructure project. »» Multimodal Operations and Traffic Manager for Denver Union Station bus, street, and pedestrian circulation. »» On-Call Task Order Manager for United Avenue Reconstruction, environmental clearance, design, and construction management of 3 miles of arterial reconstruction in Pueblo.
<p>R. A. Plummer, PE, AICP Project Principal</p>		<ul style="list-style-type: none"> »» BS, Civil Engineering, Colorado State University, 1992 »» MBA, Business Administration, University of Colorado, 2001 »» PE, Colorado, 31733, 1997, MT, NV, and WA »» Certified Planner, 16104
<p>R.A. provides the City access to executive level management at AECOM. He manages AECOM Mountain District and has been involved with multiple project principal assignments with the City and other municipalities.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Project Principal for Quebec Street Transportation Study; East Side Mobility Study; Mason Corridor MAX Bus Rapid Transit Program Management; and County Road 5 Corridor Rehabilitation. »» Project Manager for City of Fort Collins Transportation Master Plan Update. 		<p>Complex</p> <ul style="list-style-type: none"> »» Project Principal for I-70 East EIS; East Corridor EIS; US 6 Corridor Feasibility Study; Fort Collins Transportation Master Plan; Denver Union Station; RTD I-225 Rail Line; and RTD North Metro.
<p>Rick Romig, PE Quality Manager</p>		<ul style="list-style-type: none"> »» BS, Mining Engineering, Pennsylvania State University, 1983 »» PE, Colorado, 41864, 2008, and PA
<p>Rick is a technical director responsible for the overall quality and technical excellence of the work produced in the Denver office. His responsibilities include supporting the civil, structural, and traffic departments both technically and managerially, developing local technical procedures to compliment the Corporate Quality Management System (QMS) procedures, and compliance and up-front planning using our QMS procedures while maintaining schedule and budget.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Quality Assurance/Quality Control Director for County Road 5 Corridor Rehabilitation; Rio Blanco County On-Call Services- County Road 27 over West Douglas Creek; CDOT Non-Project Specific Contracts; South Academy Boulevard Roadway Widening; and Woodmen Road Widening, SH 392/ I-25 Bridge Improvements. 		<p>Complex</p> <ul style="list-style-type: none"> »» Project Manager for Denver Union Station, Project Manager I-225 RTD Rail Line.

PRIMARY KEY PERSONNEL BIOS (Continued)

Key Personnel's Experience Ranges from **Simple** to **Complex** projects

<p>John Sabo, PE Roadway/Civil Task Manager</p>		<ul style="list-style-type: none"> »» BS, Civil Engineering, University of Colorado, 1997 »» PE, Colorado, 36790, 2002
<p>John is a Project Manager with extensive experience managing On-Call contracts and task orders for clients throughout Colorado including El Paso County, City of Boulder and CDOT. His expertise includes managing multidiscipline project teams on transportation projects from the conceptual analysis/planning phase through completion of the constructed project.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» On-Call Task order manager for S. Academy Trail for El Paso County; Mineral Blvd. turn lane improvements for City of Littleton; Bemis/Court Place re-alignment concept study for City of Littleton; SH 115 Gate 6 for CDOT Region 2; SH 115 Gate 5 North for CDOT Region 2. »» On-Call Contract Manager for Boulder County, City of Boulder, El Paso County and CDOT NPS. 	<p>Complex</p> <ul style="list-style-type: none"> »» On-Call Task Order manager for US 24/Elbert Road Improvements, ROW plans, environmental clearance, lighting, hydrology/hydraulics, signing and pavement marking, and construction phasing plans for CDOT in Colorado Springs. »» On-Call Task Order Manager for 14th Street Transit Station Improvements, urban design, lighting, utility coordination, and roadway, drainage and traffic design on 14th Street for the City of Boulder. »» Deputy Project Manager for SH 392/I-25 Interchange. 	
<p>Corey Lang, PE Roadway/Civil Task Manager</p>		<ul style="list-style-type: none"> »» MBA, University of Colorado, 2004 »» BS, Civil Engineering, South Dakota School of Mines and Technology, 1999 »» PE, Colorado, 38117, 2003, CA, ID, MT, and WA
<p>Corey has 14 years of progressive transportation engineering experience with federal, state, and municipal clients across the western United States. He has delivered several projects requiring CDOT local agency approvals.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Project Manager for US 34/47th Avenue Intersection Improvements, Greeley, CO; Arapahoe Road/Clinton Street/Boston Street Intersection Improvements, Greenwood Village, CO; and Belleview/Quebec Street Intersection Improvements, Greenwood Village, CO. 	<p>Complex</p> <ul style="list-style-type: none"> »» Project Manager for Huron Street Widening, reconstruction and widening of two miles of roadway to a 6-lane arterial standard; 23rd Avenue, Greeley, CO, widening and intersection improvements for ¾ miles and 4 intersections near Greeley Mall; and Jepson Parkway, Solano CA, widening and realignment of eight miles of 4-lane urban arterial. 	
<p>Lisa Candelaria, PE Traffic/Planning Task Manager</p>		<ul style="list-style-type: none"> »» BS, Civil Engineering, University of Arizona, 2004 »» PE, Arizona, 50302, 2009
<p>Lisa is a Traffic Engineer and has 8 years of experience in engineering design and analysis. Lisa has worked on various City of Denver projects including the I-70 East Connectivity Study and East Side Mobility Plan..</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Traffic Impact Analysis for Mesquite Solar Energy Generation Facilities, Arizona, including projected future site traffic impacts and site construction impacts. »» Traffic Impact Analysis for City Center Airpark, Arizona – including trip generation, trip distribution, trip assignment, level of service calculations, capacity analysis and signal warrant evaluations. 	<p>Complex</p> <ul style="list-style-type: none"> »» Crash Analysis Study of I-70 Silverthorne/Dillon Interchange, CDOT - Completed total of 9 miles of crash analysis with the results concluding in a Safety Assessment Report. »» Multimodal transportation plan for East Side Mobility Study, CCD – to identify solutions to help overall travel mobility throughout the travel shed for cars, bikes, pedestrians and public transit. »» Operational Analysis for SR 89A/J.W. Powell Road Roundabout Feasibility Study, ADOT – two roundabout intersections and one 6-legged roundabout. 	

PRIMARY KEY PERSONNEL BIOS (Continued)

Key Personnel's Experience Ranges from Simple to Complex projects

<p>Don Holloway, PE, PTOE Traffic/Planning Task Manager</p>		<ul style="list-style-type: none"> »» BS, Civil Engineering, Brigham Young University, 1986 »» PE, Colorado, 33714, 1999 »» Professional Traffic Operations Engineer, 446, 1999
<p>Don has a title of Technical Leader and has more than 25 years of transportation planning and engineering experience with both public and private sector perspectives. He is power user in traffic simulation modeling (VISSIM and CORSIM) and regularly trains and instructs other AECOM modeling staff.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Multi-Modal Traffic Impact Study for New Belgium Brewery Oxbow Expansion, Ft. Collins, Colorado. »» Project Engineer for FM 518 Signal Retiming, The City of Pearland, Texas, identified a set of traffic operations recommendations for the City of Pearland resulting in cost-effective strategies. 	<p>Complex</p> <ul style="list-style-type: none"> »» Project Traffic Engineer for SH 392/I-25 Interchange. Developed traffic forecasts for the design from the NFRMPO travel demand model. »» Denver Strategic Transportation Plan, vehicle and transit trip forecasts for various travelsheds. Using the DRCOG TransCAD transportation model in support of multi-modal improvements. »» Pilot Study Lead for Bus Rapid Transit Corridor Pilot Study, Chicago Transit Authority. Traffic Simulation Modeling and Transit Signal Priority to implement four Bus Rapid Transit (BRT) Corridors on critical high-ridership CTA routes. 	
<p>Tom Fuentes, PE, CFM Drainage/Utilities Task Manager</p>		<ul style="list-style-type: none"> »» BS, Civil Engineering, Technology, Colorado State University, Pueblo, 1977 »» PE, Colorado, 35159, NM, AZ, and UT. »» Certified Floodplain Manager, US-08-03233
<p>Tom has experience in storm drainage design, floodplain hydraulics, bridge scour analysis, and the design of major drainage structures. He has comprehensive knowledge of local, state, and federal design criteria related to storm drainage, the NPDES MS-4 stormwater quality program, and a wide assortment of hydrology/hydraulic modeling programs.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Task Order Manager for bridge replacement hydraulics analysis, CDOT Region 2, North Engineering Office »» Drainage Design Task Manager for Colorado Bridge Enterprise, review of several replacement bridge designs in the Denver Metro area, CDOT Region 6. »» Task Manager for CLOMR / LOMR preparation of Metro Wastewater Access Bridge across the South Platte River. 	<p>Complex</p> <ul style="list-style-type: none"> »» Task Manager for Woodmen Road Widening and Safety Improvement Project, El Paso County, responsible for drainage design for Woodmen Road from Powers Boulevard to State Highway 24, including development of an urban and rural roadway drainage system. »» Drainage Task Manager for E-470 / I-70 Flyby – for six new pairs of bridges, UPRR overpasses, and major structure crossing over First Creek. 	
<p>Chuck Kennedy, PE, CFM Drainage/Utilities Task Manager</p>		<ul style="list-style-type: none"> »» BS, Civil Engineering, Vanderbilt, 1997. »» PE, Colorado, 36550, 2002 »» Certified Floodplain Manager, US-09-04356 »» CDOT Certified Erosion Control Supervisor
<p>Chuck is a hydraulic engineer with AECOM. During his 14 years with AECOM, Chuck has designed hydraulic engineering systems to serve interstate projects, land development projects, park projects, and transit projects.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Performed offsite hydrology and designed several box culverts. Roadway Improvements in Huefano County for the Shell Oil Company. »» Designed and prepared Construction Plans for Colorado Springs Trailhead and Day Use Area, a sedimentation basin in support of Colorado Springs Utilities efforts to keep sediment out of the McReynolds Reservoir. 	<p>Complex</p> <ul style="list-style-type: none"> »» Storm Drainage and Utility Task Lead for SH 392/I-25 Interchange included storm system design, offsite hydrologic analysis, and stormwater quality BMP design. »» Drainage System Design for Denver Union Station, systems for the bus, street, and pedestrian circulation. »» Drainage and Water Quality System Design for United Avenue Reconstruction, systems for 3 miles of arterial reconstruction in Pueblo. 	

PRIMARY KEY PERSONNEL BIOS (Continued)

Key Personnel's Experience Ranges from Simple to Complex projects

Gary Maji, PE Structures Task Manager		<ul style="list-style-type: none"> »» BS, Civil Engineering-Structure, University of Nebraska at Omaha, 1988 »» PE, Colorado, 34150, 1999, MN, MO, UT, VA, and WI
<p>Gary has over 24 years of experience and is responsible for structural task order management and the design, rehabilitation, and inspection of highway and railroad bridges and box culverts built in accordance with AASHTO and AREMA specifications.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Project Manager for Rio Blanco County's Structural On-Call Contract. »» On-Call Task Order Manager for City of Denver. »» Structure Task Manager for the multi-phased improvements along South Academy Boulevard for El Paso County, CO. »» Structure Task Manager for the roadway corridor improvements along Woodmen Road for El Paso County, CO. 		<p>Complex</p> <ul style="list-style-type: none"> »» Structure task manager responsible for SH 392/I-25 Interchange. the design development of a 2-span U-girder bridge and over 25,000 square feet of retaining wall structures. »» Project/Structure Manager for SH 66 St. Vrain River Bridge responsible for 2.5-miles of highway safety improvements and bridge replacement. »» Project and Structure Manager for US 34 Bridges over Big Thompson River, responsible for the design of two bridge replacement projects located within the Big Thompson River Canyon. This project was constructed using accelerated bridge construction methods that built these bridges within a 14-day roadway closure.
Dave Holst, PE Structures Task Manager		<ul style="list-style-type: none"> »» BS Civil Engineering Bucknell University 1994 »» MS, Structural Engineering Villanova University 2001 »» PE, Colorado, 36945, 2002, PA, and TX
<p>Dave has over 18 years of experience as a structural engineer designing and managing the design of superstructures, substructures, foundations, retaining walls, and support towers. Experience also includes over two years of construction management and inspection of bridge structures.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Senior Structural Designer for E-470/I-70 Interchange- Ramp H Flyover, »» Senior Structural Engineer for Northern Access Reconstruction (Brisbane, Australia). 		<p>Complex</p> <ul style="list-style-type: none"> »» Structural Task Leader for Denver Union Station. »» Design Engineer for Southeast Corridor Multi-modal Design Build Project (T-REX). »» Structural Task Leader for RTD I-225 Rail Line.
Skip Hlad, PE Preconstruction & Construction Task Manager		<ul style="list-style-type: none"> »» BS, Civil Engineering, University of Colorado, 1984 »» PE, Colorado, 23562, 1985
<p>Skip is a Project Manager heading the Construction Management Department in the Rocky Mountain Region. He has extensive experience in civil engineering, including nearly 29 years in planning, design, and construction with the Colorado Department of Transportation.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Task Order Manager for Pedestrian Improvements for the City of Boulder; I-25 North of Mead bridge rehabilitation for CDOT Region 4; Industrial/Purcell intersection signalization for Pueblo County. »» On-Call Contract Manager for CDOT Regions 4, 1 and 6. 		<p>Complex</p> <ul style="list-style-type: none"> »» Project Manager for the Broadway, Pine to Iris reconstruction project in the city of Boulder including multi-phased utility replacements, concrete roadway and multi-use pathways. »» I-25 at 104th, 84th, Speer Boulevard, Bronco Bridge and Alameda interchange reconstruction projects for CDOT. »» Quebec Street over C-470 pedestrian and vehicle bridge construction for Douglas County.

PRIMARY KEY PERSONNEL BIOS (Continued)

Key Personnel's Experience Ranges from **Simple** to **Complex** projects

<p>Steve Wilensky, RLA Urban Design & Transit Task Manager</p>		<ul style="list-style-type: none"> »» BLA, Landscape Architecture/Urban Design, University of Minnesota, 1975 »» RLA, Colorado, 1981, MN, OR, NM, and TX
<p>Steve brings a broad range of urban design experience. Steve has managed and been responsible for design leadership on a variety of multidisciplinary projects involving multimodal, transportation engineering, urban design, landscape architecture, bridge architecture and public process.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Principal in Charge/Urban Designer for 10th and Osage Light Rail Station in Denver, Colorado. »» Lead Designer for Englewood Station Area Plans in Englewood, Colorado. »» Principal in Charge/Senior Designer for Boulder Transit Village Intermodal Transit Facility in Boulder, Colorado. »» Project Director for Boulder/28th Street Corridor Arts and Aesthetics Plan in Boulder, Colorado. »» Principal in Charge for Northeast Downtown Neighborhoods Small Area and TOD Planning in Denver, Colorado. 		<p>Complex</p> <ul style="list-style-type: none"> »» Project Manager and Lead Urban Designer for 13 LRT stations and 19 miles of track geometry for T-REX Urban Design Improvements in Denver, Colorado. »» Senior Designer for 14-mile light rail double track Edmonton LRT Extension in Edmonton, Canada. »» Principal in Charge/Urban Design and Planning Manager for street-running light rail for Central Corridor LRT in Minneapolis/St. Paul, Minnesota. »» Principal in Charge for five-station planning effort for Southwest Transitway Station Area Strategic Planning in Minneapolis, Minnesota.
<p>Rhonda Bell Urban Design & Transit Task Manager</p>		<ul style="list-style-type: none"> »» MLA, Landscape Architecture, University of Minnesota, 2001 »» BA, Bates College, Magna Cum Laude, 1994
<p>Rhonda is a planner and urban designer with a special interest in transit and transit-oriented development. Her experience includes a range of projects both 'inside' and 'outside' of the transit envelope, working on both transit infrastructure as well as adjacent development.</p>		
<p>Simple</p> <ul style="list-style-type: none"> »» Project Manager for Boulder Transit Village Intermodal Transit Facility in Boulder, Colorado; Northeast Downtown Neighborhoods Small Area and TOD Planning in Denver, Colorado; commuter-rail TOD for Clearfield Transit Oriented Development in Clearfield, Utah. »» Project Manager and Planner for Village Center Improvements in Greenwood Village, Colorado. »» Project Manager for Southglenn Sub-Area Plan in Centennial, Colorado. 		<p>Complex</p> <ul style="list-style-type: none"> »» Project Manager for 11-acre parcel adjacent to a new LRT station for Draper Transit Oriented Development in Draper, Utah. »» Lead Designer for sustainable urban integration of Southeast to West LRT in Edmonton, Canada. »» Project Manager for street-running light rail for Central Corridor LRT in Minneapolis/St. Paul, Minnesota. »» Project Manager for five-station planning effort for Southwest Transitway Station Area Strategic Planning in Minneapolis, Minnesota.

Attachment 2 is not included toward final page count.

ATTACHMENT 2**LIST OF KEY PERSONNEL****(Consultant may copy this page or modify it to conform to the services being offered.)**

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Principal	R.A. Plummer, PE, AICP
Senior Project/Contract Manager	Alan Eckman, PE, PTOE
Senior Project/Quality Manager	Rick Romig, PE
Project/Task Managers: Roadway/Civil	John Sabo, PE
	Corey Lang, PE
Project/Task Managers: Traffic/Planning	Lisa Candelaria, PE
	Don Holloway, PE, PTOE
Project/Task Managers: Drainage/Utilities	Tom Fuentes, PE, CFM
	Chuck Kennedy, PE, CFM
Project/Task Managers: Structures	Gary Maji, PE
	Dave Holst, PE
Project/Task Manager: Pre- and Construction	Skip Hlad, PE
Project/Task Managers: Urban Design & Transit	Steve Wilensky, RLA
	Rhonda Bell

= Leadership = Task Managers

EXHIBIT D
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2013

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson (213)-346-5464 06510 -AECOM-CAS-12/13	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B :		
INSURER C : Illinois Union Insurance Co		27960
INSURER D : N/A		N/A
INSURER E :		
INSURER F :		
INSURED AECOM Technical Services, Inc. 717 17th St. Suite 2600 Denver, CO 80202		

COVERAGES **CERTIFICATE NUMBER:** LOS-001535883-05 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 5965891 04	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 5965893 04	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 ""CLAIMS MADE""	10/08/2011	04/01/2013	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City and County of Denver, its elected and appointed officials, employees, and volunteers are named as additional insured with regards to the Commercial General Liability policy and the Business Auto Liability policy.

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER CONTRACTING AGENCY 201 COLFAX AVE. DENVER, CO 80202	CANCELLATION 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 of Marsh Risk & Insurance Services David Denihan <i>David Denihan</i>