

**ON-CALL ENGINEERING SERVICES AGREEMENT
(Wastewater)**

THIS AGREEMENT entered into, between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **CH2M HILL ENGINEERS, INC.**, a Delaware corporation (the "Consultant"), whose address is 9191 South Jamaica Street, Englewood, Colorado 80112.

RECITALS:

1. The City, through its Department of Public Works, seeks “readily available” professional engineering services and related technical services to support the Department’s Wastewater Management Division on an "as needed" basis, Contract Control Number 201627899; 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 Rate Sheet for such professional services, a copy of which are 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 Executive Director 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, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders 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 for that project. No funds will be paid to the Consultant for the preparation of contract documents in a form other than that considered usual and customary by the City's Department of Public Works, Wastewater Capital Projects Management. 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) Without limiting the foregoing, unless it is specifically directed otherwise in writing by the Manager, the Consultant shall comply with the "Submittal Checklist for Recordation of City Facility As-Builts into City Archive" for the final deliverable Record Documents. Final payment will be held until the receipt of the Record Documents. 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 review the City's program and budget for each assigned project with the Project Manager and further agrees to timely notify the City in

writing if Consultant becomes aware that the project cannot be accomplished within such budget.

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 Wastewater Capital Projects Management or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** 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 B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the 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) A not to exceed maximum fee for the Consultant’s 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.
- (7) For all work Consultant shall include estimated hours and rates per the contract rate schedule and classifications.

- (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 upon approval of the 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 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 budget of the City.
- (8) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

(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, taking into account the City's project budget.
- (4) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

(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 the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
 - (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.
- (5) The 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 provide, as part of this phase, all services included in applicable portions of the approved project specific Proposal.
- (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 services included in the applicable portions of the applicable approved project specific Proposal.
- (11) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add

alternates and identifying those items on the construction documents.

(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) Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
 - (iii) Providing the City with bid documents in accordance with the format required by the City;
 - (iv) Assist the Project Manager with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
 - (v) Assist the Project Manager with the preparation of any necessary addenda;
 - (vi) Participating in the pre-bid conference with prospective bidders;
 - (vii) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and

(viii) Performing all services included in the applicable portions of the applicable approved project specific Proposal.

(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 attend Owner, Architects, Contractor (OAC) meetings when requested by the Project Manager. The Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- (4) Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
- (5) 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.
- (6) The Consultant will assist the City Project Manager with interpreting 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.
- (7) The Consultant shall notify the City's Project Manager of unacceptable work which, in the Consultant's opinion, does not

conform to the Contract Documents. 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 City Project Manager and 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.

- (8) 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.
- (9) 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.
- (10) 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.
- (11) The Consultant shall use reasonable efforts and professional judgement to ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (12) 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 City Project Manager, 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 Project Manager considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.

- (13) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a written field observation report using the form(s) approved by the Project Manager for each individual project.

If the Consultant knows or reasonably should have known that 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 City's project manager immediately.

- (14) The Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the project.
- (15) 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.
- (16) Upon the completion of the entire work or a designated portion thereof, the Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- (17) The Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.
- (18) "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 "Marked-up As Built" 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 "Marked-up As Built" sets of drawings prepared by Contractor. The 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 drawings shall be delivered on a CD in PDF and DWG format to the City Project Manager, together with all of the "Marked-up As Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Consultant's basic services fee for each project will not be paid until such Record Drawings and all Record Documents required are received.

- (19) 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.
- (20) Prior to final payment to the Contractor, the Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (21) 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 to the City.

- (22) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

2.08 Surveying and Testing.

- (a) 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.
- (b) 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 to the City.
- (c) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the 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.
- (d) 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. 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 21.5%.

- (a) 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 services performed and expenses incurred under this Agreement 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 proposal prepared prior to commencement of any 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, 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 additional services 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 Invoices. The Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B**, reimbursable expenses, surveying and testing and additional services all subject to the maximum task order amount and the Maximum Contract Amount. 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 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, 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 reproducible copies are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the 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.

3.06 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 **FOUR MILLION DOLLARS AND ZERO CENTS (\$4,000,000.00)**. 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 the date of the first Notice to Proceed under this agreement and shall expire three years after that date, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress that were initiated during the term of this Agreement and they shall

extend until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. The term may be extended, at the sole option of the City by written amendment pursuant to Executive Order 8. In no event, however, shall the Consultant's performance under this Agreement, including any extension, exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the 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 CAD 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.
- (f) If the City reuses Design Documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's approval, the City will have no claim against the Consultant arising out of any alleged defects, deficiencies or flaws in the Documents.

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.

(a) General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the 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 Contractor. Contractor 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 Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

(d) Waiver of Subrogation: For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

(e) Subconsultants: All subconsultants (including 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 subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subconsultants upon request by the City.

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

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

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

(i) Professional Liability: Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit.

(j) Additional Provisions:

- (1) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) 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 Defense and Indemnification.

(a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

(c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such

payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

5.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (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 exhibits, which are incorporated herein and made a part hereof by reference:

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

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

- Sections 1 through 5
- 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. When this Agreement requires notice to the City or the Consultant it shall be sent by certified mail, return receipt requested to the addresses listed below:

to the City:

Executive Director 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:

CH2M Hill Engineers, Inc.
9191 South Jamaica Street
Englewood, Colorado 80112

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

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

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

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Contract Control Number:

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 _____



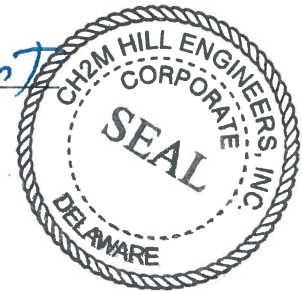
Contract Control Number: PWADM-201627899-00

Contractor Name: CH2M HILL Engineers, Inc.

By: Kevin Heffernan

Name: Kevin Heffernan
(please print)

Title: Business Vice President
(please print)



ATTEST: [if required]

By: C. J. Roman

Name: Crenyl Roman
(please print)

Title: Asst Secretary
(please print)



Exhibit A

Scope of Services

A Project Description

The Department of Public Works, Wastewater Capital Projects Management group is soliciting Requests for Qualifications from Consultant Teams to provide comprehensive engineering services to support various Wastewater capital program or infrastructure needs, as well as other general engineering services throughout Public Works on an oncall, as needed basis. Firms are requested to partner with sub-consultants to create complete planning and design teams capable of providing extensive wastewater engineering services in response to numerous and varied projects arising across Wastewater and the City. Multiple contracts are anticipated to be awarded for On-Call Wastewater Comprehensive Engineering Services and each will have a three year term and a maximum contract limit of \$4,000,000. Projects will be initiated by issuing task orders against master oncall contracts with the aggregate fee for all task orders within each contract limited to \$4,000,000.

Task orders will be issued on a variety of service needs, project types, scopes and complexities. The task orders issued through these contracts may provide general or comprehensive engineering services for specific projects and/or program needs and may contain stringent schedule requirements. The comprehensive services required for individual task orders will be comprised of an assortment of major project elements essential to a specific scope. Examples of both general and comprehensive service task orders are included within this section.

Task orders in exceedance of \$100,000 must go through a mini-proposal selection process. Select consultants will be asked to provide a mini-proposal for specific task orders. Mini-proposals will be reviewed by a selection committee and selected based on evaluation criteria identified in the mini-selection request for proposal. Consultants awarded an on-call contract may be asked to provide mini-proposals prior to on-call contract execution.

For specific task orders requiring specialty sub consultants under the Wastewater Comprehensive Engineering Services On-Call Agreement (the "Agreement), the Design Consultant may solicit a proposal from a sub consultant who is not listed as a Consultant Team Member in the Agreement. Participation from specialty sub-consultants added at the Task Order level who are not listed as a Consultant Team Member in the Agreement do not count towards the M/WBE goal even if they have an M/WBE Certification with the City. To assist in expediting the comprehensive service task orders, Consultant Teams are encouraged to include more than one sub consultant for disciplines/firms who are frequently utilized for Wastewater services or often have a back-log of work.

These contracts will be managed by Public Works, who has contract authority on behalf of the City. Public Works is contractually responsible for managing each task order and a Project Manager will be the Consultant Team's direct point of contact for each task order issued. The awarded Consultant Teams shall ensure project communication between the Consultants and the End User is conveyed and managed through the Public Works Project Manager. The City expects its Wastewater Comprehensive Engineering On-Call consultants to provide responsive customer service as it relates to project needs and requirements.

In addition, the City requests that the Consultant Team identify a consistent point of contact who will become familiar with the contract language and requirements set forth in the Contract, as well as fully understand the City's process of doing business as it relates to the task orders and these On-Call contracts.

Exhibit A

B Summary of Services

The Consultant Team is encouraged to provide the following comprehensive service capabilities:

- Urban Pipe Design (i.e. storm & sanitary pipe design, inlets, street capacity, hydrologic/hydraulic modeling, drainage reports, development of plans, specs, measurement & payment, agency reviews, plan review coordination, materials research & evaluation, etc.)
- Tunneling (i.e. tunneling, jacking, boring, ground stabilization, baseline reports, etc.)
- River & Pond Design (i.e. floodplain modeling, design, alternatives, remediation, CLOMRs, LOMRs, multi-agency coordination, etc.)
- Water Quality Design (i.e. alternative development & analysis, various local partner and agency coordination, landscape design, maintenance & operational considerations, etc.)
- Hydraulic and Hydrologic Engineering Services (i.e. pipes, open channels, ponds, alternatives development & analysis, hydraulic modeling, surface modeling, report writing, etc.)
- Master Plans (i.e. storm, sanitary, water quality, traffic, mobility and/or other city-wide level planning)
- Concept and Basin Level Plans (i.e. major drainageway & sanitary basin plans, outfall systems plans, FHADs, CLOMRs/LOMRs, etc.)
- Federal Studies, Design & Implementation (i.e. Federal guidelines, General Investigations & Continuing Authorities Program with US Army Corps of Engineers, etc.)
- Environmental Impact Studies (i.e. environmental assessments, habitat suitability index models, NEPA, etc.)
- Parking Studies, Traffic, Mobility and Safety Analyses
- Public Relations & Outreach (i.e. City Council, RNOs, constituents, external agencies, project stakeholders, website development, etc.)
- Place-Making (i.e. project prioritization, timing, integration of infrastructure with city-wide goals, etc.)
- GIS Development/Tools (i.e. data collection, asset management, tracking & programming, etc.)
- Database Services (i.e. database management, program development & GIS interfacing, etc.)
- Grants Procurement (i.e. grant writing, applications, coordination, etc.)
- Project or Program Management (i.e. project and resource scheduling, programming, budgeting, agency and inter-agency coordination, special district creation and management, utility coordination, etc.)
- Alternate project delivery methods and recommendations (i.e. risk analysis, examination of project scopes to recommend delivery methods, related services, etc.)
- Transportation/Mobility Design (i.e. roadway, vehicular, bike & pedestrian designs, etc.)
- Traffic Engineering (i.e. analysis, traffic control, temporary and permanent, signing, striping, traffic signal and signal system design to include electrical and lighting engineering, etc.)
- Structural Design Services for Wastewater and Transportation infrastructure (steel, timber, concrete, including cast-in-place, pre-stressed or post-tensioned concrete design; retaining walls, piers, columns, bridges, pedestrian crossings, culverts, abutments & other drainage related structures, structural & shop drawing reviews, etc.)
- Architectural Services
- Landscape Architecture (i.e. urban/streetscape design, irrigation design, etc.)

Exhibit A

- Survey for Design Development & Support (i.e. topographic, improvement and design survey services, legal descriptions, etc.)
- Geotechnical Engineering (i.e. research, materials testing, baseline testing, pavement design, pump testing, permitting, etc.)
- Environmental (i.e. research, materials testing, environmental & hazardous materials analysis, various permitting & applications, material management plans, groundwater treatment designs, etc.)
- Utility (i.e. research, investigation, relocation coordination, potholing, permitting, etc.)
- Railroad (i.e. coordination, special design & construction requirements, permits & applications, etc.)
- Real Estate (i.e. value estimation, damage assessments, easements, acquisitions, etc.)
- Construction Engineering and Project Management (i.e. specification preparation, material management plans, preliminary testing, constructability reviews and phasing, value engineering, submittal reviews & approvals, site coordination, utility relocate coordination, etc.)
- Inspection Services (i.e. installation and rehabilitation projects, asphalt, concrete, bridge condition, quality assurance, quantity takeoffs & measurement, etc.)
- Regulatory Permitting (i.e. NPDES, 404, Colorado Discharge Permit System, etc.)
- Cost Estimation and Review (i.e. bid item estimations, market condition analysis, planning projections, etc.)
- Survey Monumentation & Construction Surveying Services
- Clerical and Contract Administration

The above list of comprehensive service capabilities is not intended to limit the scopes requested within task orders generated under this contract and the Consultant Team is encouraged to provide any supplementary, specialty or general engineering capabilities necessary to deliver a full range of professional engineering services across all facets of Public Works.

End of Scope

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: CH2M HILL Engineers, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Program Manager	Oversight and quality assurance on all projects	\$241
Program Manager	Oversight and quality assurance on all projects	\$220
Principal Project Manager	Day-to-day project management and client contact	\$204
Senior Geotechnical Consultant	Geotechnical engineering support for infrastructure projects	\$247
Senior Technologist, Structural Engineer 4	Civil engineering, water engineering, structural engineering, construction management, Environmental/NEPA	\$204
Senior GIS Consultant	GIS support for infrastructure projects	\$193
Senior Project Manager, Senior Project Controls, Senior Project Surveyor, Safety Manager	Project management, project controls, management of survey fieldwork, oversight of project safety program	\$188
Geotechnical Engineer 4	Geotechnical engineering support for infrastructure projects	\$172
Project Manager, Engineer Specialist, Contracts Manager, Project Engineer 2, Project Scientist 2, Project Surveyor, Environmental Compliance	Project and/or contract management, general and specialized engineering and science, surveying, regulatory compliance	\$155
Geotechnical Engineer 3	Geotechnical engineering support for infrastructure projects	\$161
Structural Engineer 3	Design of treatment plants, conveyance pipelines, storm sewers, structures/bridges, roadways, and other infrastructure	\$172
Associate Project Manager, Project Engineer 1, Project Scientist 1, Sustainability Manager, Senior Contracts Administrator, Senior Health and Safety Professional	Assistance with project and/or contract management, engineering and science, and sustainability tasks	\$145

Geotechnical Engineer 2	Geotechnical engineering support for infrastructure projects	\$150
Structural Engineer 2	Design of treatment plants, conveyance pipelines, storm sewers, structures/bridges, roadways, and other infrastructure	\$139
Associate Engineer, Associate Scientist, Senior Biologist, Associate Health and Safety Professional, Senior Accountant, Senior GIS Specialist	Assist more senior staff with engineering, science, GIS, and other project work	\$131
Geotechnical Engineer 1	Geotechnical engineering support for infrastructure projects	\$139
Staff Engineer 2, Staff Scientist 2, Biologist, Health & Safety Professional, Associate Contracts Administrator, GIS Specialist, Project Accountant 3	Assist more senior staff with engineering, science, GIS, and other project work	\$121
Staff Engineer 1, Staff Scientist 1, Project Accountant 2	Assist more senior staff with engineering, science, GIS, and other project work	\$113
Project Surveyor	Boundary, ROW, and utility surveying	\$139
Engineering Technician 5, Environmental Technician 5, Designer 5, Graphic Designer 5, Editor 5	Assist with engineering report preparation	\$129
Engineering Technician 4, Designer 4, Graphic Designer 4, Editor 4	Assist with engineering report preparation	\$118
Engineering Technician 3, Graphic Designer 3, Editor 3	Assist with engineering report preparation	\$107
Engineering Technician 2, Graphic Designer 2, Editor 2	Assist with engineering report preparation	\$96
Engineering Technician 1, Graphic Designer 1, Editor 1	Assist with engineering report preparation	\$86
Project Accountant, Senior Project Assistant	Project financial tracking and invoicing	\$121
Administrative Assistant, Project Assistant, Engineer Intern	Clerical, contract Administration, project tasks as needed	\$91

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3 (average)

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: CH2M HILL Engineers, Inc.

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

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of Denver Metropolitan area, when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially under this Agreement for the Benefit of the City- actual cost plus Ten Percent (10%).

The Consultant will be required to submit a complete list of reimbursable items for all of the Consultant's charges. A typical list of reimbursable items is noted herein and can be modified by the Consultant to conform to the present needs and operations.

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Meeting Facilities outside of CCD or CH2M Facilities as requested by CCD	Actual Cost
Auto Rental, including fuel	Actual Cost
Transportation (Other than Auto) and Lodging	Actual Cost
Equipment Rental, Mailing, and Reproduction Outside Services	Actual Cost
Subconsultants	For invoicing to CCD, subconsultant billing rates will have a 5% administration fee applied.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: 105 West, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Director of Survey/Mapping	Manage Projects/Perform Boundary Survey work and ROW work	\$125.00
Project Surveyor	Manage Projects/day-to-day field operations and perform all surveying	\$100.00
Survey Technician	Perform all types of surveying required for project completion	\$80.00
Survey Crew (2-Man)	Perform field work and coordination	\$135.00
Survey Crew (1-Man)	Perform field work and coordination	\$115.00
Survey Crew (3-Man)	Perform field work and coordination	\$205.00
Administrative	Perform administrative duties	\$55.00

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Apex Design, PC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract management, general project oversight, quality review, railroad coordination, project design troubleshooting.	\$198.00
Senior Transportation Engineer	Preparation and/or quality control of engineering drawings, analyses, reports, specifications, engineering estimates for traffic elements, railroad coordination, parking analyses, and safety analyses.	\$188.00
Senior ITS Engineer	Preparation and/or quality control of engineering drawings, analyses, reports, specifications and engineering estimates for ITS elements.	\$188.00
Transportation Engineer	Preparation of engineering drawings, analyses, reports, specifications, engineering estimates for traffic elements, railroad coordination, parking analyses, and safety analyses.	\$146.00
Design Engineer	Assistance with preparation of engineering drawings, analyses, reports, specifications, engineering estimates for traffic elements, railroad coordination, parking analyses, and safety analyses.	\$105.00
EIT	Assist with engineering analyses, design and drafting services.	\$85.00
Project Administrator	Preparation of project billings, report preparation, and administrative assistance.	\$105.00
Project Assistant	Word processing, report preparation, specifications, mailings, arranges meetings, and other administrative assistance.	\$75.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: Approx 2.8

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproduces, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Calderon Advertising & Public Relations

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Project Management, Strategic Communications, Public Involvement, Community Outreach, Media Relations, Social Media, and Public Relations	\$160
Creative Director	Collateral Materials Development, Website Design and Development, Branding, and Copywriting	\$135
Multicultural Specialist	Strategic Communications, Media Relations, Public Relations, and Community Outreach	\$135
Translator	Written, Simultaneous, and Consecutive Spanish Translations	\$105

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: CORVUS Environmental Consulting, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Consultant	Environmental Compliance; Biological Resources Studies	\$150

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.75

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: ERO Resources Corporation

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

Title/Classification	Responsibilities	Rate/Hr.
Ecologist/Natural Resource Specialist	Ecology and natural resources related planning, investigations, and documentation	\$115
Geoscientist	Geosciences investigations and documentation	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.45

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Fehr & Peers

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	QA/QC, Project oversight, Technical Advisor	\$325.00
Senior Associate	QA/QC, Project oversight, Technical Advisor	\$310.00
Associate	QA\QC Project oversight, Technical Advisor, Invoice Preparation, Project Management	\$210.00
Senior Engineer/Planner	Project Management, Invoice Preparation, Technical Advisor	\$190.00
Engineer/Planner	Operational Analysis, Design	\$145.00
Senior Technical Support	Operational Analysis, Drafting, Graphic Design	\$175.00
Senior Administrative Support	Administrative Support, Accounts Receivable, Graphic Design	\$140.00
Administrative Support	Administrative Support, Accounts Receivable, Graphic Design	\$125.00
Technician	Drafting, Clerical Support, Graphic Design	\$135.00
Intern	Data Collection, Clerical Support, Analysis Support, Drafting Support	\$95.00

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproduction expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: GBSM, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Lead strategist	\$275
Senior Associate	Project management and execution	\$210
Associate	Project execution	\$145
Support	Project maintenance and administration	\$75

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Goodbee & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Owner	Direction of all aspects of the firm's operations	\$180
Principal	Assures technical, staff, & scheduling requirements	\$175
Project Manager III	Leads and reviews technical work	\$140
Project Manager II	Leads and reviews technical work	\$125
Project Manager I	Leads and reviews technical work	\$115
Designer	Completes technical work under direction of PM	\$100
Administrator	Bookkeeping and general administration	\$100
CAD I / Coordinator I	Completes technical work under direction of PM	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproduces, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: H.C. Peck & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; acquisition of property rights	\$140
Sr. Project Manager	Day to day project management; acquisition	\$120
Project Manager	Day to day project management; acquisition	\$110
Sr. ROW Agent	Acquisition	\$100
ROW Agent III	Acquisition	\$90
ROW Agent II	Acquisition; acquisition support	\$80
ROW Agent I	Acquisition; acquisition support	\$70
Support Staff	Acquisition support	\$60
Title Staff	Title work and curative; closings	\$111

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproduction expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: iQu Strategies, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
President	Strategic direction and overview	\$350
Chief Engagement Officer	Client interface and project management	\$300
Senior Project Leader	Local grassroots mobilization and stakeholder engagement	\$250
Senior Communications Director	Communications and media	\$250

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

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Kumar & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Oversight, Contracts/Negotiations	\$ 175.00
Principal-in-Charge / Senior Project Manager	Project Oversight, Geotechnical Report Review, Value Engineering, Attends Meetings, budget management	\$ 165.00
Project Manager; Geotechnical	Coordinates and conducts geotechnical subsurface investigative programs, provides geotechnical report review and recommendations	\$ 130.00
Project Engineer; Geotechnical	Preparation of Geotechnical Engineering Reports, performs geotechnical engineering study/investigation(s), coordinates drilling procedures/scheduling	\$ 100.00
Staff Engineer; Geotechnical	Performs analysis of field and laboratory data for generation of geotechnical recommendations	\$80.00
Field Engineer	Supervises drilling activities including logging and sampling of subsurface conditions	\$ 60.00
Exploration Manager	Coordinates drilling schedule and performs drilling procedures	\$ 65.00
Managing Scientist	Overall project management and staff allocation, report review	\$105.00
Project Scientist	Supervise Staff Scientists during Phase I ESAs, Asbestos inspections, and other field work, report preparation	\$ 90.00
Staff II Scientist	Perform Phase I and Phase II ESA's, Asbestos inspections and other field work, assists in report preparation	\$ 75.00
Staff I Scientist	Asbestos inspection, Phase I ESAs, field work, and air monitoring	\$ 65.00
Word Processing / Clerical	Word processing of reports, filing/record keeping, and data entry	\$ 50.00
CAD Drafting	Development of drawings/schematics, IT support	\$ 75.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.89

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: OnPoint Communications LLC dba OnPoint Power LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Grant Strategist	Develop overall strategy for grant application and development including identification of funding sources, specific opportunities, positioning activities, and schedule for grant pursuit activities	\$150
Grant Strategy Support	Supports overall strategy for grant application and development including identification of funding sources, specific opportunities, positioning activities, and schedule for grant pursuit activities	\$125
Grant Proposal Manager	Manages grant proposal, including compliance, schedule, resources, document development, approval and submittal	\$135
Technical Author	Authors written information for grant proposals	\$115
Technical Editing	Provides technical editing for grant proposals	\$100
Graphics, Design and Desktop Publishing	Provides graphics, design and desktop publishing support for grant proposals	\$90
Grant Support Jr	Provides junior support to grant proposal and strategy efforts	\$65

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

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Peak Facilitation Group, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Lead Facilitator	Project management, client relationship, high-profile/high-conflict facilitation, documentation review	\$150
Associate Facilitator	Low-profile/low-conflict facilitation, meeting documentation, logistics	\$85

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

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Pinyon Environmental, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Expert Witness	Expert Witness Preparation and Deposition	\$250
Principal Engineer/Scientist	QA/QC by Principal or Senior Technical Reviewer, Meetings with Regulatory and Oversight Agencies	\$224
Senior Engineer/Scientist	Remediation, Engineering Design, Investigation Design, Development of Work Plans, Database Design, Training, Industrial Hygiene	\$188
Sr. Project Manager	Leads Agency Meetings; Coordinates with Regulatory Agencies; Provides Senior-Level QA/QC; Leads Multi-Disciplinary Teams	\$163
Project Manager	Project Management, Coordinates Multi-Disciplinary Teams, Response to Agency Questions, Project Meetings with Clients/Regulators	\$128
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$119
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data Collection/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$99
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$74
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$63
Drafting (Graphics)	AutoCad or Microstation Drafting	\$87
Project Assistant	Data Management	\$77
Word Processing, Clerical		\$51

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.93

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REIMBURSABLE EXPENSES

FIRM: Pinyon Environmental, Inc.

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

- (1) Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, when authorized in writing by the City under this Agreement, and subject to City regulations and limitations.
- (3) Actual cost of reproduction of drawings and specifications for the specific Task Order and which are in excess of any required by the terms of the contract.
- (4) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e., aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (5) Other costs negotiated at the Task Order Level.

EXPENSE OR SERVICE	BILLING RATE
Mileage <u>outside</u> the Denver metropolitan area	Current IRS rate
Project Initiation Fee	\$125 (flat fee)
Xerographic Copies or Printing (larger format sheets)	\$ N/A
Photographic Reproduction on Mylar	\$ N/A
Outside Materials / Services / Supplies	Cost + 10%
Subcontractor/Subconsultant/Laboratory Fees	Cost + 10%
LUMP SUM EQUIPMENT CHARGES	
Field Visits (General Projects)	\$ 40/day
Field Visits (Wetland Delineations and Other Biology Field Activities)	\$50/day or \$100/wk
Soil Logging (during drilling)	\$105/boring
Monitoring well development	\$55/well
Monitoring well sampling	\$67/well
Asbestos Sampling Kit	\$45/day
Asbestos Air Monitoring Field Kit	\$110/day
Other Reimbursables	
Dual Interface Probe	\$70/day
Groundwater level indicator	\$30/day
Photoionization Detector / FID or similar	\$75/day
Automated Samplers, Monitors, and Data Loggers	Cost + 10%
PID / FID / multi gas meter (or similar)	\$75/day
Groundwater sampling kit	\$201/day
Soil Sampling kit	\$315/day
Rental Vehicle	Cost + 10%
Support Vehicle	\$150/day

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: RNL Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal in Charge, primary RNL point of contact, site planning, facility programming, quality control, sustainability	\$235
Senior Project Manager (PM)	Project scheduling, invoicing, RNL team leader, quality control	\$203
Project Manager (PM)	Assists the PM with project scheduling, invoicing, quality control	\$178
Senior Architect	Architectural design lead, quality control leader, cost control, sustainability	\$167
Architect	Project designer, document and specification generation, coordination with consultants, cost control, sustainability	\$142
Intern Architect	Assists the PM and Architects	\$105
Chief Specifier	Oversees development of all project specifications, spec QA	\$167
Transportation Planning Director	Oversees all transportation planning projects including roadway, corridors, and right of ways	\$203
Transportation Planner	Roadway, corridors, and right-of-way planning	\$115
Landscape Architect	Site planning, site design, irrigation design quality control, landscape and planting design, sustainability	\$142
Landscape intern	Site planning, site design, irrigation design quality control, landscape and planting design, sustainability	\$115
Administration	Assist Principal and PM with contracts, forms, overall project administrative work	\$94

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: RockSol Consulting Group, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Oversee project; manage RockSol services	\$159.00
Senior Project Engineer	Lead discipline-specific engineering services	\$146.00
Project Engineer	Perform engineering services	\$112.00
Staff Engineer	Assist with engineering services	\$82.33
Inspector IV	Perform construction inspection (20-25 years experience)	\$127.00
Inspector III	Perform construction inspection (10-20 years experience)	\$109.80
Inspector II	Perform construction inspection (3 to 10 years experience)	\$86.93
Inspector I	Perform construction inspection (less than 3 years experience)	\$69.14
CADD Technician	Assist design teams with drafting	\$82.00
Project Control/ Administration	Assist field/engineering staff, complete invoicing	\$69.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.6861

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Sigler Communications, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Public Involvement/ Communications	Strategic counsel, public involvement, communications, media relations, stakeholder outreach	\$175
Media relations	Media relations support	\$145

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

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: SiteWise Corporation

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

Title/Classification	Responsibilities	Rate/Hr.
Subsurface Utility Engineer	Subsurface Designating with Sketch, and Records Research (Normally would apply to Level A, B and C SUE work)	\$80
Utility Engineer – Survey	Utility Locating Services / GPS Survey of Utilities	\$85
Utility Engineer – Locating	Fault Detection and Locating	\$90
CAD Technician	Engineering Drawings	\$90
Professional Engineer	PE Stamp on CAD Drawing (For Permit and Engineering)	\$100
Supervisor – Vacuum Services		\$80
Additional Labor – Vacuum Services		\$40

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

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Vacuum Excavation (All rates are charged portal to portal)

Description	Rate	OT Rate
Large Hydrovac Truck with 2 Person Crew (4500-5500 cfm, 12 cubic yards, 60 US bbl oil, effective digging up to 40 feet, good for highest productivity, greater depths, longer remote hose, large vessels or jobs requiring less dumping)	\$230/hr	\$280/hr
Large Hydrovac Truck with 2 Person Crew (Davis Bacon / Prevailing Wage)	\$245/hr	\$295/hr
V800LE Vac-Trailer with Truck and 2 Person Crew (1000-1500 cfm, 4 cubic yards, 19 US bbl oil, effective digging up to 10 feet, good for tight spaces and jobs allowing onsite dumping)	\$185/hr	\$235/hr
V800LE Vac-Trailer with Truck and 2 Person Crew (Davis Bacon / Prevailing Wage)	\$200/hr	\$250/hr

Additional Vacuum Services

Description	Rate
Half Ton Pickup	\$17/hr
Permits	Cost + 15%
Materials	Cost + 15%
Dump Fee (Ft. Collins to Castle Rock)	\$75/ea
Dump Fee (Colorado Springs to Pueblo)	\$100/ea
Contaminated Dump Fee	Cost + 15%
Remote Hose	\$2.75/ft
Core Drilling and Backfill (Charged Portal to Portal)	\$85/hr

*Normal working hours, days and week are Monday through Friday, 7:00 a.m. to 5:00 p.m. Work outside of normal working hours, days or week, or in excess of forty (40) hours straight time per week billed at overtime rates. Sunday and Holiday work rates shall be negotiated when work is so requested by your company. For internal use only unless attached to a formal proposal form SiteWise.

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: StudioCPG

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	All phases of Design; Quality Review; Client Management; Contract Management	\$165
Senior Project Manager	All phases of Design: Construction Documents; Construction Observation; Quality Review; Project Management	\$125
Senior Landscape Architect	All phases of Design: Construction Documents; Construction Observation; Quality Review	\$125
Landscape Designer I	Conceptual/Schematic/Design Development; ACad Support	\$95
Landscape Designer II	Conceptual/Schematic/Design Development; ACad Support	\$85
Graphic Designer	Graphic Design	\$77
Intern	Design Support: ACad; Document Production; Admin Support	\$65
Administration	Clerical; Invoicing	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Shannon & Wilson, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Vice President	Overall QA/QC; Review of geotechnical engineering investigations, analysis, and design recommendations	\$245
Vice President	Main contact, interface with project team; Manages cost and schedule; Initiates geotechnical investigations; Performs geotechnical analysis and provides design recommendations; Prepares/stamps geotechnical engineering reports	\$200
Senior Associate	Performs geotechnical analysis and provides design recommendations; Prepares geotechnical engineering reports	\$175
Associate	Performs geotechnical analysis and provides design recommendations; Prepares geotechnical engineering reports	\$155
Senior Professional III	Coordinates/complete geotechnical investigations; Performs geotechnical analysis and provides design recommendations; Prepares geotechnical engineering reports	\$140
Senior Professional II	Coordinates/complete geotechnical investigations; Performs geotechnical analysis and provides design recommendations; Prepares geotechnical engineering reports	\$125
Senior Professional I	Coordinates/complete geotechnical investigations; Performs geotechnical analysis and provides design recommendations; Prepares geotechnical engineering reports	\$105
Professional IV	Coordinates/assists with geotechnical investigations, analysis and design recommendations; Assists with geotechnical engineering reports	\$95
Professional III	Coordinates/assists with geotechnical investigations, analysis and design recommendations; Assists with geotechnical engineering reports	\$90
Professional II	Performs field logging of borings and prepares boring logs	\$85
Professional I	Performs field logging of borings and prepares boring logs	\$75
Senior Technician	Provides laboratory testing of soil/rock obtained from geotechnical boring	\$98
Technician IV	Provides laboratory testing of soil/rock obtained from geotechnical boring	\$84
Technician III	Provides laboratory testing of soil/rock obtained from geotechnical boring	\$75
Technician II	Provides laboratory testing of soil/rock obtained from geotechnical boring	\$65
Technician I	Provides laboratory testing of soil/rock obtained from geotechnical boring	\$58

Senior Drafter	Prepares report figures such as site plans and boring location maps	\$100
Drafter III, IV	Prepares report figures such as site plans and boring location maps	\$90
Drafter I, II	Prepares report figures such as site plans and boring location maps	\$85
Administrative III, IV	Formatting, printing, and assembling of technical reports	\$85
Administrative I, II	Formatting, printing, and assembling of technical reports	\$65

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: TriUnity Engineering & Management, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Electrical Engineer	Electrical, power and controls systems design, project management	137.69
Civil Engineer	Civil design, roadway, signage, striping drainage & utilities.	152.26
Electrical Designer	Security, SCADA & communications design	108.44
Project Manager	Project controls, project management, EVM, scheduling & cost controls	185.02
Project Manager	Project controls, scheduling, budgeting, estimating, contract management and forecasting	104.27
Electrical Inspector	Electrical inspection, pre-task safety plans, job hazard analyses, review installation layouts, quality control	102.12
Electrical Inspector	Electrical and integrated communications system inspection	92.78
Estimator	Estimating, project controls	95.61
Scheduler	Scheduling, project controls	102.74

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 107.55%

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Valerian, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Provides leadership, oversees overall project & design	\$150
Associate Principal	Oversees and provides design, quality control & budget management	\$115
Associate	Provides oversight, lead design and review, sub-consultant coordination	\$90
Landscape Designer	Project support	\$75
Irrigation Designer	Provides all irrigation design and coordination	\$85
Office Manager	Clerical support, filing, submittal preparation, and other duties as assigned	\$60

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

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Vista GeoScience, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Geochemist	Principal Geologist/Geochemist	\$185
Principal Scientist	Principal Scientist	\$175
Principal Hydrogeologist	Principal Hydrogeologist	\$135
Senior Project Manager	Project Management Services	\$115
Project Manager	Project Management Services	\$105
Field Supervisor	Supervision of field activities	\$105
Geologist II	Geologist or Environmental Scientist II	\$95
Geologist I	Geologist or Environmental Scientist I	\$85
Environ Tech II	Environmental Technician II	\$85
Environ Tech I	Asst. Environmental Technician I	\$75

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

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Item Code	Item Description	Pricing
RIG & PERSONNEL		
Geoprobe, day	Geoprobe Series DPT/Auger Combo Rig & Crew, Level D, per day (8 hours)	\$2,595.00
Geoprobe, 1/2 day	Geoprobe Series DPT/Auger Combo Rig & Crew), Level D, min. day (<5	\$1,725.00
Geoprobe, add't hours	Overtime for Geoprobe Crew (66/78 Series) (after 8 hours), per hour	\$330.00
Auger/325 Add-on	SSA or HSA Augers or 3.25" DPT Rod System surcharge, per day	\$245.00
Tier II, day	Direct Push Rig, Tier II Sampling Gear, Landtec Meter, Technician, per day	\$2,495.00
Dolly Add-on Day	Dolly Probe add-on charge, per day	\$750.00
Add't Rig	Additional Rig Onsite, with same crew, per day	\$1,595.00
Geoprb&SlurryInject	Geoprobe DPT/Auger Rig, Clean-Inject Pump Rig, Level D, per day (8	\$4,995.00
Geoprb&SlurryInject	Geoprobe DPT/Auger Rig, Clean-Inject Pump Rig, Level D, per day,	\$575.00
Freezing	Freezing Weather Surcharge, 25%	
Add-On C	Upgrade to Level C, including standard PPE, per person, per day	\$150.00
Add-On B	Upgrade to Level B, incl. standard PPE (not incl. supplied air), per person,	\$250.00
Hand Sampling	One Environmental Technician & Hand Sampling Equipment, per hour	\$95.00
LB Portable Auger	LB Portable 8 HP, 4" Solid Stem Auger, per day	\$275.00
Weekend-Evening	Weekend or Evenings Surcharge (+25% of all service rates)	
Stand-by	Standby Charge (75% of the hour or full daily rate, not to exceed full day	
RENTALS		
Decon Trailer Pad	Decon trailer or pad with Hotsy Pressure Washer & Safety Supplies, per day	\$275.00
3-Bucket Decon	3-Bucket/Alconox Decon & Misc.Safety Supplies, per day	\$100.00
Support Truck	Support Truck, per day	\$245.00
Trailer	Trailer for product / equipment transport, per day	\$125.00
Decon Trailer Pad	Decon trailer or pad with Hotsy Pressure Washer, per day	\$275.00
Well Repair/Abandon	Support Truck & Trailer; Jackhammer, Chisel Points & Generator, per day	\$500.00
Injection Set-up-Sm	Small Batch Injection Equip., Mixers, Tanks, Tooling & Pump, per day	\$495.00
Injection High Vol.	Hi-Volume Injection Trailer, 4-Pump/Point Manifold, Flow & Pressure, per	\$895.00
Injection Set-up-Lg	Low pH & Oxidant Injection Trailer, Mixers, Tanks, Tooling & Pumps, per	\$695.00
Injection/Frac Setup	Injection/HydroFrac Rig - Dual Tank, Mixers, Pumps, Flow/Pressure, per day	\$995.00
10x20 Containment	10' x 20' Portable PVC Lined Containment Berm, per day	\$100.00
Straddle Packer Assm.	Straddle Packer Assembly and accessories, per day	\$375.00
Injection Monitoring System	Computerized Injection Flow/Pressure Monitoring System, per day	
Tilt-Meter Array	Tilt-Meter Array and Assoc. Electronics, per day	
GS1000 Pump	GS1000 High Pressure Piston Grout Pump, per day	\$150.00
GS2000 Pump	GS2000 High Pressure Piston Grout Pump, per day	\$250.00
DP800 Pump	DP800 High Pressure Chemical Pump, per day	\$250.00
Diaphragm Pump (dual)	40-50gpm Diaphragm Chem Pump (dual), w/compressor, per day	\$350.00
1.75" DH Pump	2" Well Downhole Submersible Pump & Controller Rental, per day	\$120.00
YSI Water Parameters	YSI Water Meter (pH, DO, Conductivity, Temp, ORP-eH), per day	\$175.00
Peristaltic Pump	Peristaltic Pump, per day	\$30.00
Water Level	Water Level Probe, per day	\$20.00
Sub-Slab Vapor Pt. Kit	Sub-Slab Vapor Point Installation Kit, per day	\$250.00
Survey Equipment Rental	Survey Equipment Rental - Autolevel and Rod, per day	\$100.00
Landtec	Landtec GEM 2000 Landfill Gas Monitor, calibrated, per day	\$165.00
PID	Portable PID OVM Rental, calibrated, per day	\$85.00
FID-PID	Portable FID/PID OVM Rental, H2 fuel, calibrated, per day	\$175.00
Fan & CO	Exhaust Fan, Ductwork and CO Monitor, per day	\$75.00
CO Monitor	Carbon Monoxide Monitor, calib. gas, per day	\$50.00
Generator	5KW-8KW Generator Rental, per day	\$75.00
Generator-Tow Behind	Tow Behind Generator	
HammerDrill	Hammer Drill Rental, per day	\$75.00
OTHER SERVICES		
Gamma	Natural Gamma Ray Logging with SlimLine Logger + operator, per day	\$950.00
MIP Services	Membrane Interface Probe Services (MIP, HPT, EC, LIF/UVOST/TarGOST)	quote
License & Bond	Use of Vista's Current Bond &/or License, per project	quote
Permit	Required Permits, at cost	
Tech - Permits	Environmental Field Technician to obtain permits, clear utilities, per hour	\$75.00
MOBILIZATION & TRAVEL		
Rig-Equip mob	Mobilization (each rig & crew), per mile	\$2.75
Lab mob	Mobilization (mobile lab & chemist), per mile	\$2.75
Auto/Tech mob	Mobilization for Field Tech, per mile	\$1.75
per diem	Per Diem, per person, per day	\$50.00
hotel	Lodging, per person, per day (estimated)	at cost+15
EXPENDABLES		
SOIL CORE LINERS		
4 ft. DT22 Liners	4 ft. DT22 Core PTEG Liners, Catchers and Caps, each	\$6.00
5 ft. DT22 Liners	5 ft. DT22 Core PTEG Liners, Sand Catchers and Caps, each	\$7.00
DT22 Bumper Cushion	DT22 Rubber Coring Bumper-Cushion	\$9.00
5 ft. DT325 Liners	5 ft. DT325 Core PVC Liners, Sand Catchers and Caps, each	\$8.00
2 ft. Macro Liners	24" MACRO Core PVC Liners and Caps, set	\$3.00

3 ft. Marco Liners	36" MACRO Core PVC Liners and Caps, set	\$3.50
4 ft. Macro Liners	48" MACRO Core PVC Liners and Caps, set	\$4.00
5 ft. Macro Liners	60" MACRO Core PVC Liners and Caps, set	\$4.50
2 ft. LB Liners	24" Large Bore CAB Liners and Caps, set	\$2.00
Brass CA Liners	4" x 1.5" Brass California Sampler Liners & caps, each	call
SS Macro Core Liners	48" Stainless Steel Macro Core Liners,	\$112.00
SS LB Liners	24" Stainless Steel Large Bore Liners	\$45.00
PVC WELL MATERIALS		
1/2" PVC Riser	1/2" Schedule 40 PVC TFJ Riser, per 5' section	\$11.00
1/2" PVC Screen	1/2" Schedule 40 PVC TFJ Screen (.010"), per 5' section	\$17.00
1/2"x1.4"x 5' Prepacked	Pre-packed 1/2" x 1.4" PVC Screen, per 5' section	\$108.00
1/2" TFJ Cap	1/2" TFJ Sched 80 Cap, each	\$5.00
1/2" Slip Cap	1/2" Slip Sched 40 Cap, each	\$2.00
3/4" PVC Riser	3/4" Schedule 40 PVC TFJ Riser, per 5' section	\$11.00
3/4" PVC Screen	3/4" Schedule 40 Screen (.010" or .020") PVC, per 5' section	\$19.00
3/4"x1.4"x 5' Prepacked	Pre-packed 3/4" x 1.4" PVC Screen, per 5' section	\$115.00
3/4" TFJ Cap	3/4" TFJ Cap, each	\$5.00
3/4" Top Slip Cap	3/4" Top Slip Cap, each	\$2.00
1" x 5' Riser	1" Schedule 40 PVC TFJ Riser, per 5' section	\$12.00
1" x 10' Riser	1" Schedule 40 PVC TFJ Riser, per 10' section	\$18.00
1" x 5' Screen	1" Schedule 40 PVC TFJ Screen (.010" or .020"), per 5' section	\$17.00
1" x 10' Screen	1" Schedule 40 PVC TFJ Screen (.010" or .020"), per 10' section	\$26.00
1" x 5' Prepacked Screen	Pre-packed 1.0"ID x 2.5"OD PVC/SS Screen, per 5' section	\$125.00
1" TFJ Cap	1" TFJ Male or Female End Cap, each	\$6.00
1" TFJ Point	1" TFJ Male or Female End Point each	\$9.00
1" Top Slip Cap	1" Top Slip Cap, each	\$2.00
1.5" x 5' Riser	1.5" Schedule 40 PVC TFJ Riser, per 5' section	\$13.00
1.5" x 10' Riser	1.5" Schedule 40 PVC TFJ Riser, per 10' section	\$21.00
1.5" x 5' Screen	1.5" Schedule 40 PVC TFJ Screen (.010" or .020"), per 5' section	\$23.00
1.5" x 5' Prepacked Screen	Prepacked 1.5"ID x 2.5"OD PVC/SS Well Screen, per 5' section	\$138.00
1.5" Top Slip Cap	1.5" Top Slip Cap, each	\$2.00
1.5" TFJ Cap	1.5" TFJ Male or Female End Cap, each	\$8.00
2" x 5' Riser	2" Schedule 40 PVC TFJ Riser, per 5' section	\$16.00
2" x 10' Riser	2" Schedule 40 PVC TFJ Riser, per 10' section	\$23.00
2" x 5' Screen	2" Schedule 40 PVC TFJ Screen (.010" or .020"), per 5' section	\$26.00
2" x 10' Screen	2" Schedule 40 PVC TFJ Screen (.010" or .020"), per 10' section	\$32.00
2" x 5' Prepacked Screen	Prepacked 2.0" x 3.4"OD PVC/SS Screen, per 5' section	\$179.00
2" TFJ Cap	2" TFJ Male or Female End Cap, each	\$8.00
2" TFJ Point	2" TFJ Male or Female End Point each	\$11.00
2" Slip Cap	2" Slip Cap, each	\$3.00
WELL COMPLETION MATERIALS		
Gran-Chip Bentonite	Granular or Chip Bentonite, per 50# bag	\$12.00
20% Bent	20% Solids Bentonite Grout, per 50# bag	\$9.00
30% Bent	30% High Solids Bentonite Grout, per 50# bag	\$9.00
Patch-Asphalt	Asphalt Cold-Patch, per 50# bag	\$16.00
Sand 6-9	Filter Pack Silica Sand (6-9 mesh), per 50# bag	\$9.00
Sand 8-12	Filter Pack Silica Sand (8-12 mesh), per 50# bag	\$12.00
Sand 10-20	Filter Pack Silica Sand (10-20 mesh), per 50# bag	\$12.00
Sand 16-30	Filter Pack Silica Sand (16-30 mesh), per 50# bag	\$9.00
Sand 20-40	Filter Pack Silica Sand (20-40 mesh), per 50# bag	\$14.00
Pellets non-coated	1/4" Bentonite Pellets, non-coated, per 50# bucket	
Pellets coated	1/4" Bentonite Pellets, TR-30, per 50# bucket	\$84.00
Portland	Portland Cement, per 94# sack	\$15.00
Concrete	Concrete patch or well pads/ballards, per 60# sack	\$7.00
DRIVE POINTS & CUTTING SHOES		
1.0" X-Drive Point	1.0" Expendable Drive Point, each	\$5.00
1.5" X-Drive Point for SP16	1.75" - SP15/16 Exp Drive Point, each	\$7.00
2.25" X-Cutting Shoe	2.25" DT22 Exp Core Cutting Shoe, each	\$35.00
2.25" X-Drive Point	2.25" DT22 Exp Drive Point, each	\$13.00
3.25" X-Cutting Shoe	3.25" DT325 Exp Cutting Shoe, each	\$51.00
3.25" X-Drive Point	3.25" DT325 Exp Drive Point, each	\$30.00
3.25" Wood HSA Plugs	3.25" Wood Plugs for HSA	\$5.00
3.25" Poly HSA Plugs	3.25" Poly-Plugs for HSA	
TUBING		
1/4" Poly Tubing	1/4" OD Polyethylene Tubing, per foot	\$0.40
3/8" Poly Tubing	3/8" OD Polyethylene Tubing, per foot	\$0.40

1/2" Poly Tubing	1/2" OD x 3/8" ID Jiggle Tubing, per foot	\$0.40
3/16" Nylon Tubing	3/16" OD Nylon Tubing, per foot	\$0.60
1/4" Nylon Tubing	1/4" OD Nylon Tubing, per foot	
3/8" Nylon Tubing	3/8" OD Nylon Tubing, per foot	\$1.60
3/8" Silicon Tubing	3/8" OD x 5/8" ID Silicon Tubing, per foot	\$3.75
1/4" Teflon-Poly Tubing	1/4" OD x 0.17" ID Teflon Lined Polyethylene Tubing, per foot	\$2.50
1/4" Teflon Tubing	1/4" OD x 0.17" ID Teflon Tubing, per foot	\$1.90
OTHER SUPPLIES		
55 gallon Steel Drum	55 gallon steel drum, transported to site, each	\$65.00
30 gallon Steel Drum	30 gallon steel drum, transported to site, each	\$87.00
55 gal. poly drum	55 gallon poly drum, transported to site, each	
Anchor Bolt	Concrete Anchor Bolt, each	\$3.00
1.5" x 36" Poly Bailers	1.5" x 36" Disposable Poly Bailers	\$8.00
0.75" x 36" Poly Bailer	0.75" x 36" Disposable Poly Bailer	\$12.00
Filter 45u	45 micron high volume water filter	\$30.00
SOIL GAS SUPPLIES		
0-20' Soil Gas Implant	Soil Gas Implant (Vapor Point, Nylon or Teflon lined tubing, valve) (0'-20'), each	\$75.00
20-40' Soil Gas Implant	Soil Gas Implant (Vapor Point, Nylon or Teflon lined tubing, valve) (20'-40'), each	\$95.00
Soil Gas 24" PVC Screen	24" x 1/2" PVC soil gas well screen	\$20.00
Plastic Valves	Plastic 1-way or 3-way valves	\$3.50
60cc Syringe	60cc Plastic Syringe	\$2.50
Vapor Implant Point	1/2" Aluminum Vapor Point, each	\$15.00
Sub-Slab Vapor Points	Stainless Steel Sub-Slab Vapor Points, Tubing, Supplies	\$75.00
WELL COVERS & PLUGS		
6" Flush Cover Assm	7" Flush Traffic Cover, J-Plug, Locks keyed alike - per kit	\$73.00
6" Flush Traffic Cover	7" Flush Mounted Traffic Well Cover, each	\$56.00
8" Flush Traffic Cover	8" Flush Mounted Traffic Well Cover, each	\$60.00
10" Flush Traffic Cover	10" Flush Mounted Traffic Well Cover, each	
10" Flush Traffic Cover	10" Flush Mounted Traffic Well Cover, each	
10" Flush Traffic Cover	10" Flush Mounted Traffic Well Cover, each	
4" x 5' Sq. Riser Assm	4" x 4" x 5' Square Steel Riser with Cover, J-Plug, Locks keyed alike, per kit	\$115.00
4" x 5' Sq. Riser Only	4" x 4" x 5' Square Steel Riser with Cover	\$90.00
3/4" J-Plug	3/4" Locking J-Plug, each	\$13.00
1" J-Plug	1" Locking J-Plug, each	\$13.00
1.5" J-Plug	1.5" Locking J-Plug, each	\$13.00
2" J-Plug	2" Locking J-Plug, each	\$13.00
Lock	Locks - Keyed Alike, each	\$8.00
4" Round Steel Riser	4" Round Steel Riser, per foot	\$13.00
2" Alum flip cover	2" Aluminum Locking Well Cap, mts on PVC, each	\$19.00
4" Alum flip cover	4" Aluminum Locking Well Cap, mts on 4" round well, each	\$25.00
STATE OPS PRICING		
OPS DPT Temp Well	OPS 1.3 Temp Well Installation (poly tubing, grab sample), each	\$25.00
OPS DPT Perm Well	OPS 1.4 DPT Permanent 1" PVC Monitoring Well Installation, per foot	\$9.50
OPS DPT Abandon	OPS 1.5 DPT Well Abandonment, materials and labor	\$50.00
OPS DPT Soil Vapor	OPS 1.6 DPT Soil Vapor Implant Materials	\$125.00
OPS DPT Decon	OPS 1.7 DPT Decontamination, per site, per day	\$100.00
OPS DPT Other	OPS 1.99 DPT Drilling Other	
OPS GW Sampling	OPS 4.1 Groundwater Sampling (including labor and materials), per well	\$76.00
OPS Complete 2" MW	OPS 2.4 Completion of Borehole as 2" Monitoring Well, per foot	\$18.00
OPS Complete 4" MW	OPS 2.4 Completion of Borehole as 4" Monitoring Well, per foot	\$27.00
OPS Abandon 2" Well	OPS 2.5 Abandon 2" Monitoring Well, per foot	\$7.85
OPS Abandon 4" Well	OPS 2.5 Abandon 4" Monitoring Well, per foot	\$11.75
OPS DPT Soil Vapor	OPS 2.7 Auger Soil Vapor Implant Materials	\$125.00
OPS DPT Decon	OPS 2.8 Auger Decontamination, per site, per day	\$100.00
OPS Drums, each	OPS 14.4 Drums, each	\$55.00
REMEDIATION MATERIALS		
BOS200 50-4000	Trap & Treat BOS200, 50# sacks or 1000# supersacks, per pound	\$5.75
BOS200 4050-10000	Trap & Treat BOS200, 50# sacks or 1000# supersacks, per pound	\$5.50
BOS200 10050-20,000	Trap & Treat BOS200, 50# sacks or 1000# supersacks, per pound	\$5.25
BOS200 20050+	Trap & Treat BOS200, 50# sacks or 1000# supersacks, per pound	\$5.00
BOS100 210-19950	Trap & Treat BOS100, 210# drums, per pound	\$9.95
BOS100 21160+	Trap & Treat BOS100, 210# drums, per pound	\$9.45
T&T Bacteria	Trap & Treat Bacterial Concentrate, 5 gal. buckets, per gal.	\$80.00
Gypsum	Powdered Gypsum, Food Grade, 50# sacks, per pound (tax, incl.)	\$0.55
BOS200 Est. Tax, Freight, Handling	BOS200 Estimated Tax, Freight & Handling Charges, per lb.	\$0.45
BOS100 Est. Tax, Freight, Handling	BOS100 Estimated Tax, Freight & Handling Charges, per lb.	\$0.85

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Wenk Associates

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

Title/Classification	Responsibilities	Rate/Hr.
Principal II		\$215/hr
Principal I		\$130/hr
Project Manager II		\$105/hr
Project Manager I		\$95/hr
Landscape Architect/Designer III		\$90/hr
Landscape Designer II		\$85/hr
Landscape Designer I		\$80/hr
Draftsperson		\$75/hr
Administrative Support		\$55/hr
Graphic Designer		\$75/hr

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, 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 reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproduction expense and will be reimbursed at actual cost.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2016

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 USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 15114 -12345-5EX2P-16/17 059130 CA	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Greenwich Insurance Company		22322
INSURER B : N/A		N/A
INSURER C : XL Specialty Insurance Company		37885
INSURER D : Zurich American Insurance Co		16535
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: SEA-003042749-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	RGE500025505	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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	X	X	RAD500025405	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD500025205 (AOS) RWR500025305 (WI)	05/01/2016 05/01/2016	05/01/2017 05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY*			EOC3829621-14	05/01/2016	05/01/2017	Each Claim & Aggregate \$2,000,000 Each Policy Period

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2016 WASTEWATER COMPREHENSIVE ENGINEERING ON-CALL - CONTRACT NO. 201627899

THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY POLICY SHALL BE PRIMARY AND NON-CONTRIBUTORY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. GENERAL LIABILITY INCLUDES SEPARATION OF INSURED AND NO CROSS SUITS EXCLUSION. GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS ATTN: SHANNON DYER, CONTRACT COMPLIANCE COORDINATOR 201 WEST COLFAX AVENUE, DEPT. 614 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 USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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AGENCY CUSTOMER ID: 15114

LOC #: Denver



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED CH2M HILL ENGINEERS, INC. 9193 SOUTH JAMAICA STREET ENGLEWOOD, CO 80112	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

ENDORSEMENT # 007

This endorsement, effective 12:01 a.m., May 1, 2016 forms a part of
Policy No. RAD500025405 issued to CH2M HILL COMPANIES, LTD.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled or non renewed for any statutorily permitted reason or if coverage is materially reduced, or coverage is cancelled for non-payment of premium advanced written notice will be mailed to the person or entity according to the notification schedule shown below:

Name of Person or Entity	Mailing Address:	Number of Days Advanced Notice of Cancellation or Statutorily Permitted Reasons or if Coverage is Materially Reduced	Number of Days Advanced Notice of for Non-Payment of Premium
Any entity, person or organization where required by any contract, permit or access agreement	TBA	60 days	10 days

For the purpose of this endorsement, non-renewal shall mean solely non-renewal of the Policy and shall not include expiration or Notice of Conditional Renewal. Material reduction in coverage shall mean, with the Insured's agreement:

- policy limits shown in the declarations page get amended; or
- change in the deductible or self-insured retention, except where specific contract or project retentions are requested and agreed to by You and Us; or
- the application of a new policy exclusion not contemplated at inception except as required per state rules and regulations.

All other terms and conditions of the Policy remain unchanged.



(Authorized Representative)

ENDORSEMENT # 026

This endorsement, effective 12:01 a.m., May 1, 2016 forms a part of
Policy No. RGE5000255-05 issued to CH2M HILL COMPANIES, LTD.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT


In the event coverage is cancelled or non renewed for any statutorily permitted reason or if coverage is materially reduced, or coverage is cancelled for non-payment of premium advanced written notice will be mailed to the person or entity according to the notification schedule shown below:

Name of Person or Entity	Mailing Address:	Number of Days Advanced Notice of Cancellation or Statutorily Permitted Reasons or if Coverage is Materially Reduced	Number of Days Advanced Notice of for Non-Payment of Premium
Any entity, person or organization where required by any contract, permit or access agreement	TBA	60 days	10 days

For the purpose of this endorsement, non-renewal shall mean solely non-renewal of the Policy and shall not include expiration or Notice of Conditional Renewal. Material reduction in coverage shall mean, with the Insured's agreement:

- policy limits shown in the declarations page get amended; or
- change in the deductible or self-insured retention, except where specific contract or project retentions are requested and agreed to by You and Us; or
- the application of a new policy exclusion not contemplated at inception except as required per state rules and regulations.

All other terms and conditions of the Policy remain unchanged.


(Authorized Representative)

Endorsement # I

Notification to Others of Cancellation Electronic Schedule



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
EOC 3829621-14	05/01/2016	05/01/2017	05/01/2016	29253000	----	----

Named Insured and Mailing Address:

**CH2M Hill Companies, Ltd.
9191 S Jamaica St
Englewood CO 80112-5946**

Producer:

**Marsh USA, Inc.
1225 17th St Ste #2100
Denver CO 80202-5521**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Architects and Engineers Professional Liability Insurance Policy

In consideration of the premium already charged, we agree with you, subject to all terms, exclusions, and conditions of the policy that:

- A.** If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
- 1.** To the name and address corresponding to each person or organization shown in the Schedule provided to us by the first "Named Insured". Such schedule:
 - a.** Must be initially provided to us within 15 days:
 - (1)** After the beginning of the policy period shown in the Declarations; or
 - (2)** After this endorsement has been added to the policy;
 - b.** Must contain the names and addresses of only the persons or organizations requiring notification that this Policy has been cancelled;
 - c.** Must be in an electronic format that is acceptable to us; and
 - d.** Must be accurate.

Such Schedule must be updated and provided to us, by the first "Named Insured", during the policy period. Such updated Schedule must comply with paragraphs b., c., and d. above.
 - 2.** At least thirty (30) days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule provided to us.
- B.** Our notification, as described in Paragraph A. of this endorsement, will be based on the most recent Schedule provided to us by the first "Named Insured" as of the date the notice of cancellation is mailed.
- C.** Proof of mailing will be sufficient proof that we have complied with Paragraph A. of this endorsement.

We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provide to us as described in Paragraphs A. of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Signed By: _____
Authorized Representative

Date 5/1/2016

**NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL COVERAGE
REDUCTION TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation, Nonrenewal Or Material Coverage Reduction To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

In the event of a change that materially reduces or restricts the coverage afforded by this policy, other than reduction of limits of liability through payment of claims, we will provide notice of such coverage reduction to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address the number of days shown for that person or organization before the reduction is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation, nonrenewal or material reduction in coverage to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation, nonrenewal or reduction.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
Any entity, person or organization where required by contract, permit or access agreement.	60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: May 1, 2016 Policy No.: RWD5000252-05 Endorsement No.

Insured: CH2M HILL COMPANIES, LTD. Premium: \$ Included

Insurance Company: XL Specialty Insurance Company

Countersigned By: _____

