

ON-CALL PROFESSIONAL SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER
and
CONSOR ENGINEERS, LLC

Contract Number: **202472891**

THIS AGREEMENT (“Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a home rule and municipal corporation of the State of Colorado, and **CONSOR ENGINEERS, LLC**, A Florida limited liability company (the “Consultant”), with a principal place of business at 1675 Larimer Street, Suite 400, Denver, Colorado 80128.

RECITALS

1. The City, through its Department of Transportation and Infrastructure (“DOTI”), desires to secure certain readily available planning, design, and other professional services to support the City’s program to provide a more multimodal vision for the North Central Community Transport Network intended to increase transportation equity, improve safety, and prioritize top projects for design and construction within the Globeville, Elyria-Swansea, Downtown Denver, and connecting neighborhoods on an “as needed” and “on-call” basis (the “Program”). The area to be influenced by the Program is depicted in a general way on **Attachment 1** attached hereto (the “Program Site”).

1. The Consultant represents that it has the present capacity, experience, and qualifications to provide program management services including strategic planning, program management, professional design services, program and project controls, and management, project coordination, technical support and communications for the Program.

2. In response to the City’s Request for Qualifications, the Consultant submitted a Qualifications Statement for such services to the City and was selected as the most qualified submitter. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

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

SECTION 1 – ENGAGEMENT

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

1.02 Line of Authority for Contract Administration. The City’s Executive Director of the DOTI (“Executive Director”) is the City's representative responsible for authorizing and approving

the Work performed under this Agreement. The Executive Director shall designate an individual (referred to herein as the “Program Manager”), as the Executive Director’s authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating, and finally approving the Work performed by the Consultant under this Agreement. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director’s behalf as the “Program Manager” hereunder by written notice to the Consultant.

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

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

SECTION 2 – CONSULTANT’S SERVICES

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

2.02 Professional Responsibility and Task Requirements.

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

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

2.03 Program and Budget. Each task proposal will include a maximum fee. The Consultant agrees to complete the task within the limits of the approved Task Order. Should all task Work exceed such cost, the Consultant agrees to complete the task at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

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

2.05 Personnel Assignments.

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

training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.

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

2.06 Basic Services.

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

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

- (b) When directed by the Program Manager to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's Services are required and shall set forth, at a minimum all the following:
 - 1. The maximum fee for the Consultant's proposed Services.
 - 2. Itemized fee breakdown.
 - 3. The additional services budget, if any, for the task.
 - 4. Any reimbursable expenses approved pursuant to Section 3.02.
 - 5. A detailed description of the task and Scope of Work (the "Work").
 - 6. A list of deliverables for the task.
 - 7. An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Program Manager of a Task Order, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed ("NTP"), the Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with an approved Task Order.
- (e) The Consultant's basic Services for each task to which it is assigned may consist of any of the Services described in **Exhibit A** or similar professional Services related to Program and the Work described in this Agreement.
- (f) An NTP may pertain to all or portions of each Task Order. The Consultant shall obtain an NTP from the City before proceeding with any Task Order.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any Work beyond Work authorized by an executed NTP. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

3.02 Reimbursable Expenses. Unless expressly authorized by the City as part of any approved Task Order or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances,

included in the hourly rates paid by the City.

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

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

3.05 Maximum Contract Amount; Funding. It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **FIVE MILLION AND NO/100 Dollars (\$5,000,000.00)**. 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.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the Work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all Work by the Consultant on an assigned Task Order.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance

of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional Work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERMLAND TERMINATION

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

4.02 Termination.

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

SECTION 5 - GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all documents, and all data used in the development of the same, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City. Any reuse of such Documents outside of the scope of work for which it was developed, or any alteration of it whatsoever, without Consultant review and approval shall be at the City's sole risk and without liability to Consultant.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

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

5.03 Compliance with MWBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **Fifteen Percent (15%)**.
- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other modification under § 28-70, D.R.M.C. The Consultant acknowledges that:
 - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain

records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

- (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
- (3) If amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such or contract modification shall be promptly submitted to DSBO for notification purposes.
- (4) Those amendments or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's/subconsultant's invoice.
- (6) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (7) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Program's designated DSBO representative at (720) 913-1999.

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

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

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

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

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

5.08 Insurance.

- (a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement.

Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) Proof of Insurance. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence Services or Work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's

officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

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

5.09 Defense and Indemnification.

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

5.10 Colorado Governmental Immunity Act. The parties hereto understand and agree that the

City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

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

Attachment 1	Program Site
Exhibit A	Consultant's Scope of Work
Exhibit B	Consultant's Rates
Exhibit C	Consultant's Key Personnel
Exhibit D	ACORD Insurance Certificate

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

- Sections 1 through 5
- Attachment 1
- Exhibits A through D

5.12 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.

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

5.14 Conflict of Interest.

- (a) No employee of the City shall have any personal or beneficial interest in the Services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, DRMC §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- (b) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant or subconsultant(s) by placing the

Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

5.16 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.

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

5.18 Proprietary or Confidential Information.

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

obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data.

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

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

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

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

5.22 Disputes. All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by DRMC § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

5.23 Survival of Certain Contract Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

5.24 Advertising and Public Disclosure. The Consultant shall not include any reference to the Agreement or to Services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to Services performed under the Agreement will be limited to Services that have been accepted by the City. The Consultant shall

notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

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

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

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

to the Consultant: CONSOR ENGINEERS, LLC
1675 Larimer Street, Suite 400
Denver, Colorado 80128

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

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

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

Agreement will have any force or effect or bind the City.

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

5.30 City Execution of Agreement. The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council. As used herein, the term “Effective Date” shall mean the date appearing on the City’s signature page.

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

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Contract Control Number: DOTI-202472891-00
Contractor Name: CONSOR ENGINEERS, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202472891-00
CONSOR ENGINEERS, LLC

By:  _____
774B42A8CD884E6...

Name: Matthew Cass
(please print)

Title: Secretary-Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTACHMENT 1 - PROGRAMS SITE

EXHIBIT A - CONSULTANT'S SCOPE OF WORK

EXHIBIT B - CONSULTANT'S RATES

EXHIBIT C - CONSULTANT'S KEY PERSONNEL

EXHIBIT D - ACORD INSURANCE CERTIFICATE

ATTACHMENT 1 - PROGRAM SITE

Scope of Work Maps

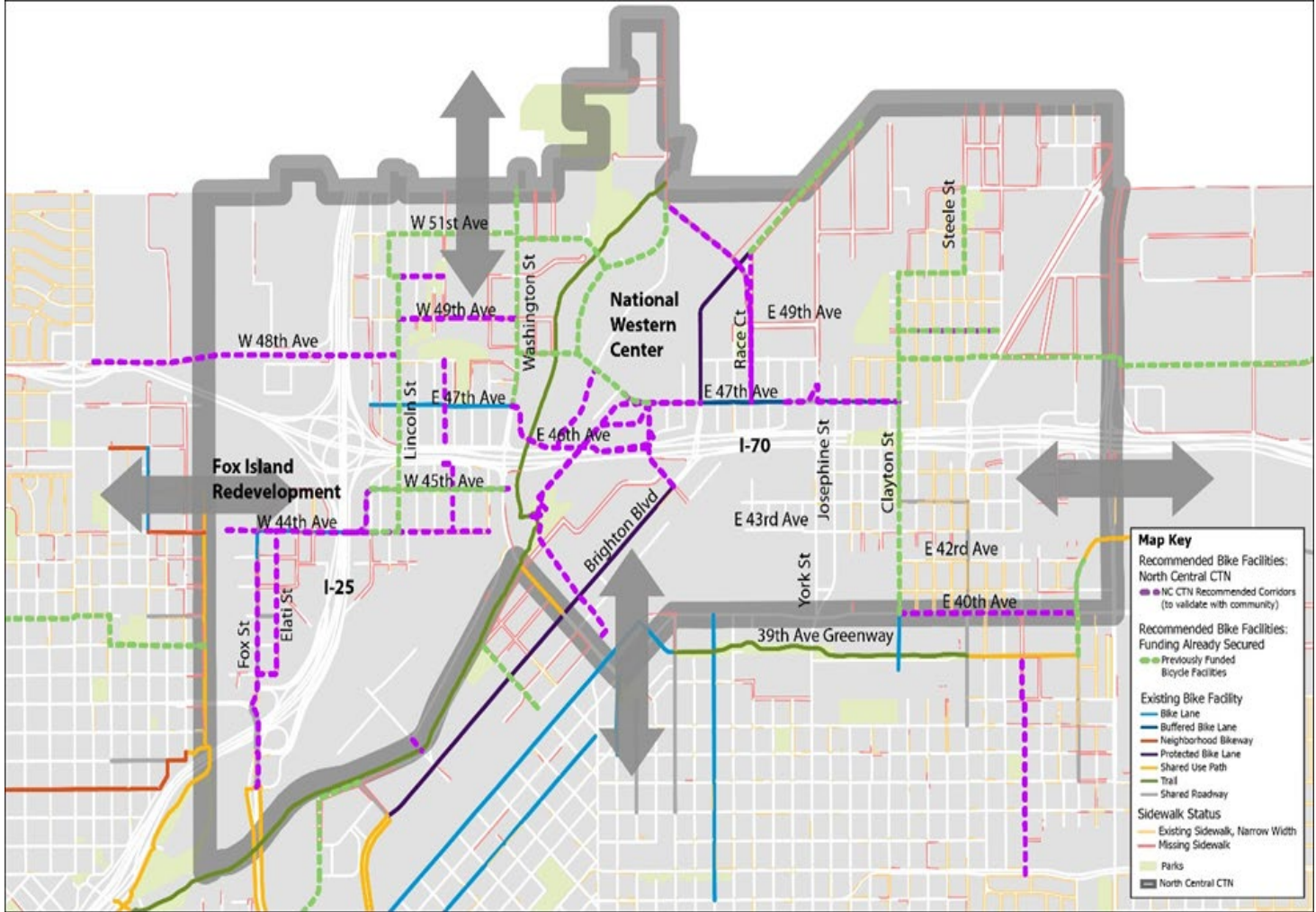


Figure 1: The North Central CTN study area. This map shows bicycle facilities that are already funded (green dashed lines), bicycle facilities that will be prioritized for planning and design through NC CTN (purple dashed lines), along with deficient and missing sidewalks. These asset classes, along with the others identified below, constitute the full ‘universe of needs’ within NC CTN.

In addition to the North Central CTN study area, this contract will also include ongoing design services in Denver’s downtown core, as defined in the Denver Moves: Downtown map below:



EXHIBIT A - CONSULTANT'S SCOPE OF WORK

Community Transportation Network (CTN): North Central/Downtown On-Call Services

1. Project Management & Coordination

- a. Organize, facilitate, and summarize regular Project Management Team (PMT) meetings. PMT meetings and communications will be held on a recurring schedule as approved by the DOTI project manager for the duration of this effort. Consultant will be responsible for organizing meetings, preparing agendas and meeting materials, facilitating, and summarizing key actions and follow-up items in the form of meeting notes. Meeting notes will be circulated to the PMT and DOTI project manager for the opportunity to comment and provide revisions.
- b. Create and maintain a Project Management Plan throughout the project. The Project Management Plan will include the following documents:
 1. Project Contacts
 2. Risk Register
 3. Design Decisions Log
 4. Schedule
 5. Communications Log
 6. Action Items Log
- c. Develop and implement an ongoing Quality Assurance Program for major draft and final deliverables. This program will include review timelines and procedures, strategies to address issues, and processes to ensure consistent products from the consultant and subconsultant.
- d. Implement document production, management, and storage system using cloud-based tools to allow access to all documents to all team members. A version control process will be discussed with the DOTI project manager to make sure working papers and draft deliverables are available to all team members for referencing.
- e. Submit regular progress reports and project billing invoices. Progress reports will be prepared monthly to document key activities performed each period, status of identified deliverables and milestones, ongoing issues and needs, and anticipated activities next period. DOTI project manager, staff, and consultant team pending action items will be clearly communicated to identify the need for follow-up communication and coordination needs.
- f. The Consultants will be expected to manage development of the project management team, technical and advisory teams/committees, and overall project scheduling, with assistance from the DOTI PM.

2. Public Involvement and Communications

- a. Develop an internal CTN North Central/Downtown outreach process guide detailing communication protocols, workflows, charter, team and partner roles, and the process for review, input, and consensus to guide engagement processes.
- b. Create a Public Involvement Plan (PIP) that identifies the strategies and techniques to be used throughout the planning process to involve the public and key stakeholders. The public process will need to inform, educate, and engage the community through a robust, innovative process that meets people where they are and enlists meaningful feedback throughout the process. The PIP will include outreach and engagement goals, strategies, metrics, and techniques; schedules and milestones in alignment with technical tasks; coordination with DOTI public involvement

processes and guidelines, including public notice deadlines, coordination protocols, communications format, and social media roles. The PIP should be maintained and updated throughout the project life cycle and articulate how public feedback will be incorporated from conceptual design through final design.

- c. Build upon prior multimodal planning efforts within the project area along with recently designed multimodal projects that will be installed in the coming years. Consideration should be given for how to use any previously collected information to supplement CTN outreach efforts, how to incorporate updates about other local CCD projects into community updates, and how to build consensus with key stakeholders and community members through a focus on addressing the community's transportation and safety needs through the delivery of high-quality multimodal projects.
- d. Use the Racial Equity Toolkit to develop a shared understanding of equity goals and guide equitable engagement and performance management practices.
- e. Develop strategic communications materials, graphics, data visualizations, and other public-facing graphic content to support project workflow and outreach processes. Deliverables will be created in electronic and hard copy format to the extent feasible, ensuring populations lacking access to computers or technology are aware of project deliverables and processes. Content will include branding consistent with Denver brand guidelines and established media will be developed in consultation with OCBE outreach and marketing staff. Outreach materials are required to meet ADA standards and requirements.
- f. Develop a suite of online and interactive tools, including social media content, surveys, and storyboards to gather public and provide informational and educational content to a diverse public audience.
- g. Provide project information notification services, including mailers, flyers, and yard signs.
- h. Organize and develop materials for public and partner meetings, open houses, grassroots tactics, and pop-up events including preparation of meeting advertisements, agendas, meeting minutes, and materials and provide facilitation support.
- i. Provide food, beverages, and other giveaways to community members to encourage participation in the outreach process.
- j. Provide training and compensation for Community Based Outreach Partners (CBOP) for their time and expertise to attend community and public events.
- k. Draft public involvement final summary reports and graphic summaries of public outreach processes, key themes, demographic information, and input. Public and partner input will be integrated into final documents, materials, and reports.
- l. Coordinate with DOTI on website updates including descriptions for each project, comment/survey submittals, and email update sign-ups.
- m. Develop and distribute email updates and meeting announcements to the Community Network's stakeholder database. At key milestones, these updates could be used as news releases.
- n. Manage, collect, and track public and partner feedback and contacts through a consistent set of outreach management tools including but not limited to comment matrices and compilation of key community contacts lists.
- o. Develop, update, and distribute project updates and briefing information for DOTI leadership and other project partners. Project briefing information will be prepared on a regular basis and

consistently communicated in a format and in adherence to a schedule deemed appropriate by the DOTI project manager.

- p. Support ongoing internal and external communication and coordination, including interactions with advisory or technical committees, DOTI Offices and Functional areas, external project partners, or technical staff from DOTI and partner agencies and organizations. Material submission and docketing schedules will be discussed and agreed upon with the DOTI project manager to ensure finalization of materials in accordance with DOTI and partner agency meeting agenda and deliverables submittal deadlines.
- q. Develop and maintain Language Access Plan that identifies all translation and interpretation services that should be required for the project, given project budget. Public-facing materials including website material, flyers, newsletters, social media, and other information shall be translated to the languages identified in the Language Access Plan by the consultant. The Language Access Plan shall meet State and Federal Requirements.

3. Data Collection, Existing Conditions, and Project Prioritization

- a. Develop a Data Collection Plan that outlines the various data collection needs for decision making including traffic counts, turning movement counts, bicycle and pedestrian volumes, speed data, parking utilization, freight routing and volumes, transit speed and reliability, and other data deemed necessary for locations determined by DOTI and the project team during the existing conditions phase. All traffic count information shall be uploaded to MS2.
- b. Collect data, conduct field visits, and analyze data as outlined in the Data Collection Plan. Data collection will be tailored to each project's asset class(es) and will include, but is not limited to, traffic counts, turning movement counts, speed data, crash data and analysis, signal inventory, sidewalk status, transit speed and reliability data, freight data, 311 data, urban heat island data, water quality data, bike corral parking locations, right of way, and parking utilization information. Use the collected data and data provided by DOTI to develop an Existing Conditions Report for each corridor/project.
- c. Evaluate Green Infrastructure opportunities as part of the existing conditions report. A separate Green Infrastructure report may be needed to evaluate and incorporate Green Infrastructure opportunities outside of the corridors identified for improvements.
- d. Develop a Pre-NEPA Overview for projects that may be selected to receive Federal funding. The Consultant shall collect existing conditions environmental data (hazmat, historic, environmental justice, biological, air quality, noise, visual, water resources, Section 4(f) and Section 6(f) resources) from desk-top and limited field investigations. Data and mapping prepared in this task will be used to evaluate the project setting for any major environmental concerns that may influence the project location, design and/or CCD's ability to implement the preferred design in a cost-effective and timely manner. This effort does not constitute environmental clearance under the National Environmental Policy Act (NEPA) but will be used in the formulation of future NEPA resource evaluations should the project be determined to be "federalized" because of Federal funding, location on a State or Federal roadway, or other Federal nexus.
- e. Specific data collection needs will be defined in the Task Order governing the performance of this work. Available data will be provided by CCD, and all other data collection will be completed by the Consultant.

- f. For recommended bikeways without a recommended facility type, the Consultants will work with DOTI to recommend a facility type.
- g. All existing conditions data should be summarized in existing conditions reports per facility/corridor and be available for use in any public involvement and communications work.
- h. Based on the data collected, and the public involvement conducted, the consultant will develop a prioritized list of multimodal projects by asset class (bike, sidewalk, intersection, transit) to bring through design and construction, and accompanying public involvement summary supporting this decision. This prioritized list should distinguish between high-risk projects (ROW, RR impacts, etc.) and low-risk projects to inform organization into federalized and non-federalized packages.

4. Alternatives Analysis

- a. Provide alternatives analysis on a project-by-project basis if multiple configurations exist. The alternatives analysis will consist of cross sections, plan view renderings, research, and analysis on innovative treatments, Synchro and traffic analysis for modified lane configurations, signal and Uncontrolled Pedestrian Crossing Guideline (UPGC) Warrants, diverter analysis, utility locates, survey, and other information gathering to determine the best solution for each situation. The alternatives analysis should highlight and document the pros and cons of each alternative and provide a recommendation to advance into conceptual design.
- b. Document options considered and the preferred alternative concept and create a design schedule for each project to define the design milestones needed to bring projects to 100% design.
- c. Document all project recommendations in a GIS file formatted for compatibility with the Denver Moves Everyone Project Database. Score these project recommendations using the Denver Moves Everyone Prioritization Tool. Final recommendation files will be provided to DOTI upon completion of analysis.
- d. Develop a Project Implementation Plan that focuses on project prioritization and funding spend down timeline strategies to meet the funding constraints. The project is assumed to have multiple packages due to the available funding streams. The Project will have both a federalized package and non-federalized package(s) that will need to progress simultaneously. The Project Implementation Plan will place each project into either a federalized or non-federalized package based on cost estimates, asset class, project risks, available funding, other ongoing projects in the area, and any other factors that may impact timely delivery and implementation.

5. Freight Planning and Routing

- a. Research freight recommendations from previous plans, to develop a freight routing plan and implementation strategy that can be deployed in tandem with other multimodal project elements. Scope includes development of freight routing plan and freight-signage design and wayfinding for route recommendation and guidance.

6. Conceptual Design Development and Preliminary Cost Estimates

Based on the work completed in Sections 2-5, the Consultant will advance the preferred alternative for each project into conceptual design and provide conceptual cost estimates.

- a. The concept designs will be developed as CAD and PDF roll plots.

- b. The Consultant will develop simplified, illustrative versions of Roll Plots or design changes that can be uploaded for public review and feedback.
- c. Provide additional traffic analysis, as needed to confirm feasibility of concept designs.
- d. Field visits will be scheduled with DOTI staff to review the draft concept designs.
- e. As needed, collaboration with project stakeholders including, but not limited to Utility Companies, Denver Water, City of Denver Forestry, Environmental, Denver Fire Department and Real Estate is required to determine the full scope of work needed as projects advance to design and to coordinate any road closures or traffic diversion.
- f. Develop concepts for Bus Rapid Transit, bus stop improvements, and bus priority treatments in coordination with RTD.
- g. The Consultant will use DOTI CAD templates that will provide uniformity and promote consistency across subconsultants as concepts are developed and then transitioned to design phases.
- h. Advance the draft conceptual designs to final concept designs. The final conceptual design will show the recommended corridor improvements that will be carried into design phases.
- i. Develop cost estimates based on the draft and final concept designs.
- j. Provide a Concept Design Memo or fact sheet to justify the recommended final concept design. The Concept Design Memo will include the following information:
 - i. Existing Conditions
 - ii. Traffic analysis of critical intersections
 - iii. Safety analysis of the corridor
 - iv. Parking inventory of the corridor (if needed)
 - v. ROW and Adjacent Property Impact analysis (if needed)
 - vi. Major structures impact (if needed)
 - vii. Design Alternatives in plan or typical section format
 - viii. Materials to be used as part of design (I.e., concrete vs. paint and post)
 - ix. Planning-level cost estimate
 - x. Warrant analysis (if needed)
 - xi. Diversion analysis (if needed)
 - xii. Public involvement summary

7. Project Design

- a. The consultant shall develop design packages that adhere to the DOTI Engineering and Regulatory (ER) and CDOT submittal requirements and milestones, including Field Inspection Review (FIR/30%), 60% Design, Field Office Review (FOR/90%), and Advertisement (AD/100%) and Final PS&E packages. At the discretion of CCD and CDOT, the design milestones may be combined to expedite review timelines.
- b. For federal projects, the consultant is responsible for obtaining all necessary CDOT clearances and for developing and finalizing CDOT and Federal Forms
- c. Provide Environmental analysis, as needed, to comply with local, state, and federal regulations.
- d. Provide utility engineering including Subsurface Utility Engineering requirements per State laws, coordination with utility companies for relocations, Obtain letters from all impacted utilities such as CenturyLink, Comcast, Xcel, and others.
- e. Field Survey and ROW

- i. Field survey, as needed.
 - i. Obtain any right-of-entry permits for survey and geotechnical investigation.
 - ii. The coordinate system for this project shall be based on the City low distortion projection (CCD Local).
 - iii. Conduct/Attend coordination meetings with the City Surveyor's office.
 - iv. Provide required traffic control for survey activities.
 - v. Conduct a "diligent search" from which the Right of Way (ROW) or any Land Boundary can be determined, lying within the area of project influence.
 - vi. Depict topography, physical features, and utilities on the base map along with existing right-of-way and property ownership. Topographic design is required at 1' contour intervals. The field survey shall survey planimetric features required to design the project.
 - vii. Prepare a survey control diagram per CCD requirements.
 - viii. Develop a Right-of-way Plan and Ownership Map identifying all required Right of Way easements or acquisitions needed for construction, prepare written legal descriptions and exhibits for said areas, complete staking of all acquisition parcels and easements as needed for appraisal and acquisition. ALTA/NSPS Surveys will be required for all acquisition parcels and easements with exception of Temporary Construction Easements. All documents to be reviewed and approved by CCD Surveyor.
- f. ROW Documents and ROW Acquisition, as needed.
- i. Develop draft and final right-of-way plans per CCD requirements.
 - ii. Perform geotechnical analysis and reports, as needed.
- g. Provide drainage analysis per CCD Minor Roadway Improvement Project Requirements Guidance. Drainage analysis that does not meet the requirements for Minor Roadway Improvement Project will be compliant with the City's Storm Drainage Design and Technical Criteria Manual.
- h. The Project shall adhere to all federal, state, and local MS4 requirements.
- i. Engineer's Opinion of Probable Costs are to be prepared at each design milestone (60%, 90%, 100%, and Final PS&E). Costs will reflect DOTI's Bid Tab and historic costing information in addition to consultant recommendations.
- j. Design services during construction, which may include the following tasks:
- i. Attend Pre-Construction meetings with the City and the Contractor.
 - ii. Review shop drawings and working drawings as requested by the City.
 - iii. Respond to RFIs, as requested.
 - iv. Review material submittals for conformance with the construction contract documents, as requested.
 - v. Assist with review of change order requests, as needed.
 - vi. Make field visits, as needed, to understand site conditions.
 - vii. Attend the substantial completion and final acceptance walks with the Construction PM, Design PM, and Contractor, as needed.
 - viii. Support the DOTI Construction Project Manager(s) with required CDOT forms and documentation during construction.

8. Construction Communication Support

Construction for projects will be procured outside this contract, but DOTI will leverage this contract to provide the construction communication services for projects moving to implementation. This work could include:

- a. Communications support that addresses construction questions from community members, key stakeholders, RNOs, Councilmembers, etc.
- b. Website updates related to project construction status.
- c. Development of social media posts promoting newly installed multimodal elements and education for multimodal network users.
- d. Develop preconstruction mailers and door hangers, newsletters, Construction FAQs, social media content, presentations for community members and key stakeholders, and photo/video documentation of newly constructed multimodal elements to support construction communication.

9. Summary Report

The Consultant will develop a summary report highlighting the major phases of the North Central/Downtown CTN, the public outreach conducted that supported the work advanced through the program, and the major changes made to the projects as they advanced through project development. The intended audience of this report will be the DOTI project management team. Report chapters will be prepared matching each major task, including Existing Conditions and Prioritization, Alternatives Analysis, Concept Design, Design (informed by Design Decision Memo), and Construction Phase. Each chapter is to be delivered after the completion of each project milestone. If the project receives additional funds through grants, the summary report should also meet any grant reporting requirements.

EXHIBIT B - CONSULTANT'S RATES

PRIME TEAM MEMBERSPrime: Conzor Engineers, LLC

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 Manager	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 248
Engineering VP	Project management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 232
Project Manager IV	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$ 231
Project Manager III	Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 223
Senior Project Manager	Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 211
Engineering Manager	Manages and performs technical tasks for complex projects or a number of large projects. Identifies and resolves problems as they arise. Provides direction for planning reports, analysis and report preparation, preparation of technical graphics and planning-level cost estimates.	\$ 206
Construction Manager III	Senior project management, construction oversight and manages teams. Creates and manages construction schedules; Performs pre-and post- installation field reviews; shares lessons learned from installations, manages integration and testing infield.	\$ 186
Project Manager II	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$ 186
Senior Planner III	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. Provide technical guidance and leads tasks throughout project.	\$ 171
Engineer VI	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 165
Senior Planner II	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 161
Engineer V	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 155
Planner IV	Manages and supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. Leads tasks associated with a multimodal planning project.	\$ 151
Engineer III	Preparation of engineering drawings, analysis and report preparation.	\$ 151

Construction Manager I	Performs and supervises complex construction tasks. Performs project management activities. Technical knowledge of engineering specifications and constructions quality requirements. Design plans, specifications; typical details; cost estimating; remote	\$ 146
Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$ 143
Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 140
Engineer I	Preparation of engineering drawings, analysis and rept preparations.	\$ 130
EIT IV	Preparation of engineering drawings, analysis and report preparation.	\$ 130
Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 114
Construction Inspector Lead	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts. Performs and supervises	\$ 130
Construction Inspector III	Performs and supervises construction tasks. Thorough technical knowledge of construction requirements and standards	\$ 120
Senior TIM Coordinator	Manage and/or staff traffic management center	\$ 114
Designer III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 111
Construction Inspector II	Performs construction inspection and documentation.	\$ 108
Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 108
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 108
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 101
Construction Inspector I	Performs general construction inspection and documentation. Entry Level	\$ 99
EIT I	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 95
Junior Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 75
Engineering Intern	Performs data collection, analysis, and drafting assignments under the direction of professional staff	\$ 52
Accountant	Responsible for all accounting aspects of project.	\$ 138
Administrative Support Assistant II	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 93
Administrative Support Assistant I	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 62

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

REIMBURSABLE EXPENSES

Prime Firm: Consor Engineers, LLC

The additional expenses reimbursable by the City shall include:

1. the actual cost to reproduce drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI Pm.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.20</u> / each
Copies (8 1/2 x 14")	\$ <u>1.00</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>Cost Plus 10%</u> / page

SUB-CONSULTANT TEAM MEMBERSFirm Name: All Traffic Data Services, LLCCategory: Data Collection

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager/Data Manager	Provide data collection scope and services needed with costs, schedule data collection, review collected data, submit final reports and invoice.	\$ 82.50/Hr
Data Processor/Field Manager	Process field data, check for accuracy and produce applicable reports.	\$ 75.00/Hr
Technician	Place equipment in the field to collect accurate data	\$62.50/Hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) 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.

SUB TEAM MEMBERSSub: Alta Planning + Design

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager III	Oversees management of projects.	\$184.00
Project Manager IV	Project director, provides QA/QC of final deliverables.	\$257.00
Planner II	Provides project support.	\$147.00
GIS II	Project GIS support for the project.	\$137.00
Project Manager I	Oversees parts of projects or project tasks.	\$121.00
Marketing Associate	Provides marketing support as required.	\$105.00
Planner III/Manager	Provides planning analysis, support and manages tasks.	\$200.00
Engineer IV	Provides engineering support or leads project tasks.	\$184.00
Engineer V	Leads engineering projects.	\$221.00
Engineer III	Provides engineering support.	\$158.00
Manager of Landscape Architecture	Manages landscape architecture projects.	\$257.00
Landscape Architect III	Supports landscape architecture projects.	\$168.00
Graphic II	Provides graphic support.	\$137.00
Project Coordinator II	Project coordinator.	\$121.00

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

REIMBURSABLE EXPENSES

Sub: _____

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

Actual Costs

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

SUB TEAM MEMBERS

Subconsultant: CIG Public Relations

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

Title/Classification	Responsibilities	Rate/Hr.
Outreach and communications lead		\$179 - \$226
Outreach and communications support (2)		\$104 - \$179
Outreach and communications support (1):		\$39 - \$104
Creative management, coordination and graphic design		\$100 - \$132

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings,

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

REIMBURSABLE EXPENSES

Subconsultant: _____

The additional expenses reimbursable by the City shall include:

1. the actual cost to reproduce drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI Pm.

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

Actual Costs

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Clanton & 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.
Chief Executive Officer	Visioning, Project Approach, Quality Control	\$361
President	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$345
Principal	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$260
Associate	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$244
Senior Engineer II	Project Management, Electrical Engineering, Quality Control	\$233
Senior Engineer I	Project Management, Electrical Engineering, Quality Control	\$196
Engineer II	Lighting Design, Electrical Engineering, Project Support	\$164
Engineer I	Lighting Design, Electrical Engineering, Project Support	\$149
Senior Designer II	Project Management, Lighting Design, Quality Control	\$228
Senior Designer I	Project Management, Lighting Design, Quality Control	\$175
Designer II	Lighting Design, Project Support	\$154
Designer I	Lighting Design, Project Support	\$143
Intern	Lighting Design, Electrical Engineering, Project Support	\$111
Production Manager	CADD Production, Deliverables Management, Quality Control	\$217
Senior CADD Technician	CADD Production	\$143
CADD Technician	CADD Production	\$117
Marketing Manager	Marketing, Proposal Development, Contract Review	\$106
Office Manager	Invoicing, Office Administration	\$106

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.5.

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

REIMBURSABLE EXPENSES

Sub-Consultant: Clanton & Associates

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ ____ .07/ each
Copies (8 1/2 x 14")	\$ ____ .075/ each
Red-line copies	\$ ____ 1.25/ S.F.
Reproducibles	\$ ____ 1.25/ page

SUB TEAM MEMBERS

Sub: Dig Studio, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Project Manager	Oversee contract, provide design leadership, oversee task order deliverables	\$221.00
Senior Project Manager	Task order principal, design leader, oversee task team and deliverables	\$188.00
Manager of Landscape Architecture	Task order project management, manage task order a team and deliverables	\$138.00
Senior Landscape Architect	Task order sr. landscape architect	\$130.00
Project Manager II	Task order landscape architect	\$120.00
Landscape Architect III	Task order landscape designer	\$110.00
Landscape Architect II	Task order landscape designer	\$103.00
Landscape Architect I (Entry Level)	Task order landscape designer	\$98.00
Project Accountant	Task order accounting, marketing, general overhead needs	\$128.00

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

SUB TEAM MEMBERS

Sub: Eugene Lynne

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

Title/Classification	Responsibilities	Rate/Hr.
Surveying Technician I	Perform field and office survey tasks	\$85/hr
Surveying Technician II	Perform field and office survey tasks, direct Survey Technician II	\$90/hr
Surveyor I	Perform field and office tasks, direct Survey Technician	\$100/hr
Surveyor II	Perform field and office tasks, direct Survey Technician and Surveyor I	\$105/hr
Party Chief	Plans, organizes, and directs work of one or more survey parties.	\$120/hr
Land Surveyor	Oversee field staff and design deliverables	\$140/hr
Survey Manager	Plans, manages and directs surveying/mapping related projects	\$155/hr
Principal Surveyor	Project lead, design concepts, project oversight	\$180/hr

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

REIMBURSABLE EXPENSES

Sub: Eugene Lynne

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.75</u> / each
Copies (8 1/2 x 14")	\$ <u>1.00</u> / each
Red-line copies	\$ <u>2.75</u> / S.F.
Reproducibles	\$ <u>15</u> / page

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; property analysis/cost estimates; acquisition of property rights; business and residential relocations	185
Sr. Project Manager	Day to day project management; acquisition, relocation	165
Project Manager	Day to day project management; acquisition; relocation	145
Sr. ROW Agent	Acquisition; relocation	135
ROW Agent III	Acquisition; relocation	120
ROW Agent II	Acquisition; acquisition support; relocation	108
ROW Agent I	Acquisition support; relocation	97
Admin/Support Staff	Acquisition and relocation support	80
Title Staff	Title research; title commitments	150

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

REIMBURSABLE EXPENSES

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11") (Courthouse)	\$0.25/ each
Copies (8 1/2 x 14") (Courthouse)	\$0.25/ each
SKLD document copies	\$3.80/each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

CONSULTANT/SUB-CONSULTANT TEAM MEMBERS

Sub Firm: Kimley-Horn & Associates

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

Title/Classification	Responsibilities	Rate/Hr.
Admin. Support Assistant I	Accounting, Clerical, Production	\$110
Admin. Support Assistant III	Accounting, Production	\$135
CADD Technician I	Development of CADD Drawings	\$105
CADD Technician II	Development of CADD Drawings	\$115
CADD Technician III	Development of CADD Drawings	\$125
Designer/Drafter III	Design/Development of CADD Drawings	\$200
CADD/Designer Manager	Design/Development of CADD Drawings	\$235
EIT I	Planner/Design/Production/GIS	\$160
EIT II	Planner/Design/Production/GIS	\$170
EIT III	Planner/Design/Production/GIS	\$190
Engineer I	Planner/Design/Production/GIS	\$200
Engineer II	Planner/Design/Production/GIS	\$210
Engineer III	Planner/Design/Production/GIS	\$220
Engineer IV	Planner/Design/Production/GIS	\$250
Project Manager I	Project Management/Design/Planning/Etc.	\$250
Project Manager II	Project Management/Design/Planning/Etc.	\$270
Project Manager III	Project Management/Design/Planning/Etc.	\$290
Project Manager IV	Project Management/Design/Planning/Etc.	\$310

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

REIMBURSABLE EXPENSES

Sub: Kimley-Horn & Associates

The additional expenses reimbursable by the City shall include:

1. the actual cost to reproduce drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI Pm.

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: _____ Mead & Hunt _____

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

Title/Classification	Rate/Hr.
Engineering Manager	\$250/Hr
Engineer VI	\$215/Hr
Engineer V	\$185/Hr
Engineer IV	\$165/Hr
Engineer III	\$150/ Hr
Engineer II	\$135/Hr
Engineer I	\$125/ Hr
GIS II	\$115/Hr
CADD Technician II	\$105/ Hr
Graphic I	\$100/Hr

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

REIMBURSABLE EXPENSES

Sub: Mead & Hunt

The additional expenses reimbursable by the City shall include:

1. the actual cost to reproduce drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u> 0.15 </u> / each
Copies (8 1/2 x 14")	\$ <u> 0.20 </u> / each
Red-line copies	\$ <u> 0.50 </u> / S.F.
Reproducibles	\$ <u> 0.25 </u> / page

SUB TEAM MEMBERS

Subconsultant: OV Consulting

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

Title/Classification	Responsibilities	Rate/Hr.
Planner III/Manager	Project Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$215
Engineer IV	Project Management, Transportation Management, Mobility Planning, Design	\$215
Project Manager IV	Project Management, Transportation & Urban Planning, Transportation Engineering	\$175
Engineer III	Transportation and Urban Engineering	\$175
Engineer II	Transportation and Urban Engineering	\$150
EIT III	Transportation and Urban Engineering	\$125
Office Manager	Transportation and Urban Planning	\$145
Planner II	Transportation and Urban Planning	\$130
Planner I	Transportation and Urban Planning	\$120
Planning Analyst	Transportation and Urban Planning Analysis	\$105
Outreach and Communications Lead	Communication and Outreach Management	\$175
Outreach and Communications Support III	Communication and Outreach	\$145
Outreach and Communications Support II	Communication and Outreach	\$125

Outreach and Communications Support I	Outreach and Communication	\$115
Outreach Analyst	Outreach and Communication	\$95
GIS II	GIS, Data Review	\$105
Graphic II	Graphic design, meeting materials, web-based materials	\$95
CAD Technician I	CAD Drafting	\$95
Administrative Support Assistant II	Word processing and administrative organization	\$85
Data Collection Technician	Collect field data	\$50
Intern	Varying support tasks	\$50

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

REIMBURSABLE EXPENSES

Subconsultant: _____

The additional expenses reimbursable by the City shall include:

1. the actual cost to reproduce drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI Pm.

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Peak Consulting Group, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Document Controller II	Document management and project coordination duties	\$101.15
Document Manager II	Document management and project controls	\$166.55
Planner I	Research, data collection, report writing	\$95.69
Project Manager II	Project management	\$202.31
Project Manager III	Project management	\$203.94
Project Manager IV	Project management	\$290.67
Scientist 5	Task management, resource surveys, evaluations, and permitting	\$227.42

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

REIMBURSABLE EXPENSES

Sub: Peak Consulting Group, LLC

The additional expenses reimbursable by the City shall include:

1. the actual cost to reproduce drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI Pm.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.19/ each
Copies (8 1/2 x 14")	\$0.25/ each
Red-line copies	\$NA_ / S.F.
Reproducibles	\$0.30/ page



Ridgeview Data
Collection

May 1, 2024

DOTI/City and County of Denver Price List

*fees below include MS2 data entry

- 4-hour TMC \$486
- 6-hour TMC \$633
- 12-hour TMC \$1017
- 12-hour Ped/Bike count by video \$615
- 24-hour ADT – single set tubes \$365
- 72-hour ADT – single set tubes \$439
- 5-7 day ADT – single set tubes \$600
- Additional set hoses at ADT location \$150
(divided road or additional legs of intersection)
- TMC Roundabouts are priced higher depending on complexity
- Parking Counts will be priced individually.
- ADTs collected by video will be priced individually

SUB TEAM MEMBERS

Sub: Toole Design Group, LLC

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.
Data Architect I	Data Model, Data Mapping	\$120
Data Architect II	Data Model, Data Mapping	\$135
Data Architect III	Data Model, Data Mapping	\$160
Data Architect IV	Data Model, Data Mapping	\$195
Data Analyst I	Dashboard Development, Systems Integration	\$135
Data Analyst II	Dashboard Development, Systems Integration	\$150
Data Analyst III	Dashboard Development, Systems Integration	\$170
Data Analyst IV	Dashboard Development, Systems Integration	\$195
Engineer I	Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.	\$150
Engineer II	Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree.	\$164
Engineer III	Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for training/development. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.	\$182

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Title/Classification	Responsibilities	Rate/Hr.
Engineer IV	Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.	\$200
Engineer V	Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree.	\$226
Engineer VI	Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves exploration of subject area, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity.	\$257
Engineer VII	Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required, or an MS degree.	\$280

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Title/Classification	Responsibilities	Rate/Hr.
Engineer VIII	Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification. Minimum of 5-years at preceding level required, or an MS degree.	\$310
Engineer IX	Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.	\$345
Engineer Technician I	Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.	\$115
Engineer Technician II	Performs standardized or prescribed assignments involving a sequence of related operations. Conducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.	\$135
Engineer Technician III	Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.	\$160
Engineer Technician IV	Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.	\$195
Landscape Architect I (Entry Level)	Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work).	\$120
Landscape Architect II	Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and re commendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.	\$145

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Title/Classification	Responsibilities	Rate/Hr.
Landscape Architect III	Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.	\$164
Manager of Landscape Architecture	Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.	\$260
Senior Landscape Architect	Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5 years' or more applicable experience. Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.	\$184
Principal Project Manager		\$375
Landscape Architect I	Designs and plans development of land areas for projects, such as parks, highways, commercial/residential sites, etc. Confers with clients, engineering personnel, and architects on overall program. Collects and analyzes data on site conditions such as geographic location, soil, vegetation, drainage, and location of structures for preparation of environmental impact report and development of landscaping plans. May have an associate degree and license with 0-5 years of experience.	\$120
Landscape Architect II	Same as above. May have supervisory responsibilities. Typically has an associate degree and license with 6+ years of experience.	\$145
Urban Planner	Plans and develops comprehensive programs and plans for development, growth, revitalization, and utilization of land and physical facilities of cities, etc. to maximize quality of life. Collects and analyzes data on economic, social, and physical factors affecting land use, projects future community needs, and prepares or requisitions graphic and narrative reports on data. May have an associate degree or technical training with 1+ years of experience.	\$130
CADD Technician I	Under general supervision, prepares layouts, drawings, and designs according to engineering specs using CADD or other design software. May have technical training with 0-5 years of experience.	\$100
CADD Technician II	In addition to above, carries out more novel or complex assignments using more independent judgment. May review lower-level staff work. May have degree and/or technical training with 6+ years of experience.	\$120
Designer/Drafter I	Assists professionals in designing, planning, and execution of segments of projects. Uses BIM, MEP, CADD, and other design software. May have associate degree or advanced technical training with 0-5 years of experience.	\$90
Designer/Drafter II	In addition to above, converses with engineers and other subject matter experts to interpret design concepts, determine nature and type of required detailed working drawings, and coordinate work with others. May have associate degree or advanced technical training with 6+ years of experience.	\$135

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Title/Classification	Responsibilities	Rate/Hr.
Designer/Drafter III	Same as above. Has additional experience and supervisory responsibilities, works on more complex projects. May have associate degree or advanced technical training with 10+ years of experience.	\$155
CADD/Designer Supervisor	Responsible for the coordination/supervision of operators/designers. Assigns projects, coordinates schedules and ensures accuracy/adherence to standards. Provides technical advice and troubleshoots issues. May have bachelor's degree with 10+ years of experience.	\$200
Engineering Intern – Student	Under direction of engineer professionals, performs project assignments to acquire relevant work experience. This is a paid, temporary employment position that may or may not become permanent. Typically has some college and 0 years of experience.	\$85
EIT I	Entry-level/new graduate who uses prescribed methods, standard techniques, and practices to perform beginning level engineering assignments under the guidance of experienced engineers. Typically has a bachelor's degree, E.I.T. certification, and 0–2 years of experience.	\$112
EIT II	Performs continuing development-level engineering work, requires application of standard techniques and procedures. Receives supervision from experienced engineers on non-routine, complex projects and assignments. Could be new graduate with master's degree in lieu of experience. Typically has a bachelor's or master's degree, E.I.T. certification, and 3–5 years of experience.	\$127
EIT III	In addition to above, may coordinate work of technicians. Typically has a bachelor's or master's degree, E.I.T. certification, and 6+ years of experience.	\$140
Engineer I	Professional engineer (PE) working under general supervision, establishes basic design criteria and performs a variety of skilled professional engineering work in the office or field. Requires application of standard engineering techniques and procedures and professional judgment to make modifications or execute complex features or solutions. Typically has a bachelor's or master's degree and 4–8 years of experience. Requires a PE license.	\$150
Engineer II	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects. Work requires application of standard engineering techniques and procedures and professional judgment to make modifications or execute complex features or solutions. May have some supervisory duties or work more independently. Typically has a bachelor's or master's degree and 9–13 years of experience. Requires a PE license.	\$164
Engineer III	PE with major responsibility for technical performance on medium to large projects or multiple projects. Possesses diversified knowledge of engineering principles and practices. Applies advanced techniques, modifications, and theories, and serves as technical liaison on matters pertaining to field of practice. Supervises other PEs, and may have project management duties. Typically has a bachelor's or master's degree and 14–18 years of experience. Requires a PE license.	\$182
Engineer IV	PE with full responsibility for large, complex projects or a number of large projects. Generally reports directly to the firm's principal/president and has administrative qualifications needed to develop a project or projects with clients. Has project management duties and may be at the vice president (VP) level in the company. Typically has a bachelor's or master's degree and 19+ years of experience. Requires a PE license.	\$200

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Title/Classification	Responsibilities	Rate/Hr.
Engineering Manager	Has on-site responsibility for day-to-day operations of a firm office separate from the main office (i.e. division manager). Responsibilities include divisional marketing, human resources (HR), and project production. Typically reports to a VP. Typically has a bachelor's or master's degree and 10+ years of management-level experience. Requires a PE license.	\$370
Engineering VP	Responsible for a segment, discipline, business unit, geographic region, or project type. In larger firms, there are typically multiple engineering VPs. Typically reports to chief executive officer (CEO) in smaller/medium sized firms, or an executive VP in larger firms. In very small firms, this position could be the top level principal/CEO/president who does actual engineering work and charges directly to projects. Typically has a bachelor's or master's degree, PE license, and 12+ years of management-level experience.	\$420
GIS I	Creates/maintains databases, maps, and graphs that can be combined with geographically referenced data, working with GIS software and programs that have the capacity to relate different types of data, such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks. Typically requires some college or technical training and 1-2 years of experience.	\$145
GIS II	Same as above. Less oversight of work and more independence. May have limited supervisory responsibilities. Typically has a bachelor's degree and 3-7 years of experience.	\$170
GIS III	Same as above. Works without supervision, and may supervise others. Typically has a bachelor's degree or higher with 8+ years of experience.	\$195
Graphic I	Designs art and layouts for material to be presented by visual communications media such as books, magazines, newspapers, websites, television, and packaging. Typically has a college degree with 1-5 years of experience.	\$105
Graphic II	Same as above. May have limited supervisory responsibilities. Bachelor's degree with a minimum of 6+ years of experience.	\$128
Graphic Manager	Supervises graphic design staff. Decision-maker with final say of layout and content of materials. Bachelor's degree with a minimum of 7+ years of experience.	\$142
Administrative Assistant I	General office duties such as answering phones, preparing correspondence and reports, scheduling and maintaining calendars of appointments, setting up meetings, making travel arrangements, taking meeting minutes, etc. High school graduate with office training and 0-4 years of experience.	\$94
Administrative Assistant II	Same as above, but with additional/more complex duties, more experience, and less oversight. High school graduate with computer training and 5+ years of experience.	\$135
Planner I	Develops scope and cost estimates, and manages budgets and schedules. May have a bachelor's degree or certification and 0-5 years of experience.	\$144
Planner II	Same as above but with more experience/education. May lead small teams. Has bachelor's degree and certification with 6-10 years of experience.	\$167
Planner III/Manager	Same as above. Works independently and/or has supervisory responsibilities. Works on large/complex projects. Has bachelor's degree and certification with 11+ years of experience.	\$192

SUB TEAM MEMBERS

Sub: Toole Design Group, LLC

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Title/Classification	Responsibilities	Rate/Hr.
Project Manager I	Plans, coordinates, and oversees activities of entire projects to ensure that goals or objectives are accomplished within prescribed time-frame and funding parameters. Reviews project proposal or plan to determine time-frame, funding limitations, procedures, staffing, and allotment of resources to various phases of projects. Establishes work plan and multi-disciplinary staffing for each phase of project, and arranges for recruitment or assignment of project personnel. Is part of a team on large projects, or has sole responsibility for small, minimally complex projects. May have an associate or bachelor's degree and 1-5 years of management-level experience.	\$220
Project Manager II	Same as above. Has sole responsibility for small- to mid-level projects, and/or multiple projects. Has bachelor's degree and typically has 6-10 years of management-level experience.	\$245
Project Manager III	Same as above. Has sole responsibility for mid- to large-level projects, and/or multiple projects. Has bachelor's or master's degree and typically has 11-15 years of management-level experience.	\$285
Project Manager IV	Same as above. Has sole responsibility for multiple large, complex projects. May be executive- level employee. Has bachelor's or master's degree and typically has 16+ years of management- level experience.	\$310
Administrative Support Assistant I	Assists with data gathering, research, and document production.	\$75
Engineer/Architect Specialist		\$355
Engineer/Architect Supervisor		\$420

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

REIMBURSABLE EXPENSESSub: Toole Design Group, LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.35 / each
Copies (8 1/2 x 14")	\$ 0.53 / each
Red-line copies	\$ 0.55 / S.F.
Reproducibles	\$ 0.55 / page

TOOLE DESIGN IN HOUSE PRINTING

Size	Finish	Single Side	Duplex /paper
8.5" x 11"	Black/White	\$0.35	\$0.53
8.5" x 11"	Color	\$1.00	\$1.50
11" x 17"	Black/White	\$0.65	\$0.98
11" x 17"	Color	\$2.00	\$3.00
18" x24"	Black/White	\$1.50	
18" x24"	Color	\$15.00	
24" x 36"	Black/White	\$3.00	
24" x 36"	Color	\$30.00	
36" x 48"	Black/White	\$5.00	
36" x 48"	Color	\$65.00	
Odd Sizes :			
Per Square Foot	Black/White	\$0.55	
Per Square Foot	Color	\$5.12	

SUB TEAM MEMBERS

Sub: TRIUNITY, INC.

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

Title/Classification	Responsibilities	Rate/Hr.
Administration Support Assistant II	Administration and Clerical Support	\$100.00
Administration Support Assistant I	Administration and Clerical Support	\$85.00
Engineering Manager	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$240.00
Engineer V	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$220.00
Engineer IV	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$185.00
Engineer III	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$165.00
Engineer II	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$150.00
Engineer I	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$125.00
EIT II	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$100.00
EIT I	Civil design, Traffic and ITS Design and Analysis, and Electrical	\$90.00
Construction Inspector Lead/Supervisor	Civil/Structural/Electrical Field Inspections	\$190.00
Construction Inspector III	Civil/Structural/Electrical Field Inspections	\$140.00
Construction Inspector II	Civil/Structural/Electrical Field Inspections	\$125.00
Construction Inspector I	Civil/Structural/Electrical Field Inspections	\$100.00
Construction Manager III	Construction Management	\$255.00
Construction Manager II	Construction Management	\$215.00
Construction Manager I	Construction Phasing, Constructability Reviews	\$195.00
Designer/Drafter III	CAD & Drafting	\$145.00
Designer/Drafter II	CAD & Drafting	\$130.00
Designer/Drafter I	CAD & Drafting	\$115.00
Estimating Manager Civil	Estimating	\$275.00

Estimator II Civil	Estimating	\$235.00
Estimator I Civil	Estimating	\$170.00
Document Manager II	Document Control Specialist	\$200.00
Document Controller II	Document Control Specialist	\$150.00
Document Controller I	Document Control Specialist	\$110.00
Project Controls Manager II	Project Management, Project Controls Lead	\$270.00
Project Controls Manager I	Project Management, Project Controls Lead	\$235.00
Project Controls Engineer III	Scheduling, Estimating, Contract Admin	\$190.00
Project Controls Engineer II	Scheduling, Estimating, Contract Admin	\$160.00
Project Controls Engineer I	Scheduling, Estimating, Contract Admin	\$140.00
Principal Project Manager	Program Management Support and Oversight	\$335.00
Project Manager IV	Project Management Functions	\$290.00
Project Manager III	Project Management Functions	\$275.00
Project Manager II	Project Management Functions	\$220.00
Project Manager I	Project Management Functions	\$165.00
Assistant Project Manager	Project Management Functions	\$125.00
Utility Coordination Manager	Utility Coordination	\$225.00
Utility Coordinator II	Utility Coordination	\$185.00
Utility Coordinator I	Utility Coordination	\$140.00

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REIMBURSABLE EXPENSES

Sub: Triunity, INC. _____

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

Actual Costs

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Reproducibles	\$ <u>N/A</u> / page

EXHIBIT C – CONSULTANT’S KEY PERSONNEL



Jason Rutt, PE, ENV SP Principal-in-Charge (Conсор)

EXPECTED CONTRIBUTION TO PROJECT:  5%

Office Location: Denver, CO | Experience: 25 years | License: Professional Engineer CO #0036791
Education: BS, Civil Engineering, Colorado State University

QUALIFICATIONS:

Jason, as Conсор's Principal Engineer II, has access to the leadership team and resources available to him to support Josh and his team. He provides strong leadership and management to meet client objectives and deadlines and will support Josh and his team to do so.

WHY JASON?

- Lives, works, and plays in Denver.
- Has history on working in Globeville: National Western Center, Washington Street, Lincoln Underpass Improvements, Globeville Landing Park.
- Resident of the Clayton neighborhood and has developed an understanding of the complexities of multimodal travel through Denver's older diverse neighborhoods.

SELECT PROJECT EXPERIENCE

- **39th Avenue Greenway**, City and County of Denver
- **Cole Arts and Science Academy (CASA)**, City and County of Denver
- **Washington Street Study**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **SH 83 Safety Improvements**, 15% Committed
- **Lincoln Underpass**, 10% Committed
- **Sheridan Boulevard**, 20% Committed

As Principal-in-Charge, Jason will make sure CCD receives the quality of work Conсор is known for.



Josh Mehlem, LEED AP Project Manager (Conсор)

EXPECTED CONTRIBUTION TO PROJECT:  30%

Office Location: Denver, CO | Experience: 25 years | License: LEED Accredited Professional
Education: MS, Landscape Arch., University of Arizona; BS, Wildlife Biology, University of Arizona

QUALIFICATIONS:

Josh's professional experience includes the planning and design of bicycle, pedestrian and trail facilities across Colorado and the Western US. Josh has a strong understanding of the complexities associated with developing and implementing non-motorized transportation plans and projects that are community driven. He has managed more than 70 projects that focus on balancing the needs of all users. As a LEED Accredited Professional, he integrates sustainable ideas and complete streets practices into each of his projects.

WHY JOSH?

- Resident of Northwest Denver for over 17 years - travels on the bicycle and pedestrian network daily.
- Has worked on projects in all three Community Network areas.
- Project Manager for the South Central Community Transportation Network.

SELECT PROJECT EXPERIENCE

- **South Central Community Networks Planning On-Call**, City and County of Denver
- **Pedestrian Intersection Program**, City and County of Denver
- **Shared Streets Program**, City and County of Denver
- **Folsom Street and Baseline Separated Bikeways Design**, City of Boulder

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **Downtown Littleton Mobility & Streetscape Improvement Plan**, 20% Committed
- **72nd Avenue Corridor Plan**, 20% Committed

As Project Manager, Josh will be available, visible, and hands on throughout the duration of the project.

“With a short schedule for project delivery, Josh and team provided valuable engineering services to implement the City's first curb separate bike lanes. Their ability to facilitate an inclusive design process and quick turnaround on construction documents made this project a great success for our community.” - **Mark Shisler, PE, City of Boulder**



Nikki Riemer, PE, RSP1 Planning Task Lead (Conсор)

EXPECTED CONTRIBUTION TO PROJECT:  30%

Office Location: Denver, CO | Experience: 8 years | License: Professional Engineer CO #56420
Education: BS, Civil Engineering, Bucknell University

QUALIFICATIONS:

Nikki has a passion for improving communities through multimodal transportation by providing safe access and mobility for pedestrians, bicyclists, and transit riders. She has experience with traffic operations analysis, safety studies, multimodal design, signing/stripping design, and traffic signal design. Nikki has a drive toward creating innovative, feasible, and cost-effective solutions to achieve transportation goals that benefit the community.

WHY NIKKI?

- Dedicated transit rider- travels on the G line daily to commute to work.
- Project Manager for the Central Community Transportation Network.
- Experience working in the Globeville neighborhood on the Lincoln Street Neighborhood Bikeway.

SELECT PROJECT EXPERIENCE

- **Central Community Transportation Networks On-Call**, City and County of Denver
- **South Broadway Bikeway Design**, City and County of Denver
- **South Boulder Road Improvements**, City of Louisville

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **US 287 Vision Zero Safety & Mobility Study**, 25% Committed
- **17th & 18th Ave. Bus Priority & Mobility Vision Zero Design Services**, 25% Committed

As the Planning Lead, Nikki will see to a seamless hand off from planning to design.



Jeremy Kahn, P.E. Civil Design Lead (Kimley-Horn)

EXPECTED CONTRIBUTION TO PROJECT:  30%

Office Location: Broomfield, CO | Experience: 16 years | License: Professional Engineer CO #48859
Education: B.S., Civil Engineering, San Diego State University

QUALIFICATIONS:

Jeremy is well-versed in many aspects of engineering infrastructure and brings an ability to deliver quality products on schedule and within budget. Jeremy has successfully delivered for the City on projects like Brighton Boulevard and Safer Main Streets (SMS) - Mississippi Avenue, as well as served in a staff augmentation role for the City's CTN On-Call. He is intimately familiar with the City's processes and procedures and has an in-depth knowledge of City priorities/lessons learned from the first round of CTN packages, which he will looking to apply to the North Central Network.

WHY JEREMY?

- Served in a staff augmentation role for the Northwest Community Transportation Network helping successfully implement over 21 (7 corridors) miles of bike-way under package 1.
- Proven track record of delivering projects that implement high-priority, value-conscious, and momentum-building improvements.
- Has designed and implemented some of Denver's most high-profile projects.

SELECT PROJECT EXPERIENCE

- **Community Transportation Networks On-Call and Staff Augmentation**, City and County of Denver
- **SMS - Mississippi Avenue Vision Zero Safety**, City and County of Denver
- **South Broadway Multimodal Transportation Improvements**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **CCD Santa Fe Streetscape Design and Reconstruction**, 20% Committed
- **CCD Alameda Lane Reduction**, 10% Committed
- **Glenwood Springs Blake Avenue Multimodal Design & Reconstruction**, 15% Committed

As Civil Design lead, Jeremy is available and will make sure CCD receives the innovative design solutions the City has come to expect.



Melissa Rosas, PE MWBE Coordinator (Conсор)

EXPECTED CONTRIBUTION TO PROJECT:  5%

Office Location: Denver, CO | Experience: 23 years | License: Professional Engineer CO #38956
Education: BS, Civil Engineering, Marquette University

QUALIFICATIONS:

Melissa has built her career in the planning and engineering of our public infrastructure system regionally and has experience leading and supporting programs of various sizes and complexities. She has knowledge of City standards and procedures; incorporating lessons learned and best practices. She has served or is serving, as Project Manager or Principal-In-charge for dozens of contracting efforts, providing her experience in managing subconsulting requirements to meet DSBO's expectations.

WHY MELISSA?

- ✓ Is dedicated to achieving the City's objectives, having worked with them, as a client, since 2003.
- ✓ Has history of working in this area since 2015 and is currently working on the NWCO Program Management team.
- ✓ Attends DSBO's Equity & Empowerment Council meetings and fosters DSBO's objectives.

SELECT PROJECT EXPERIENCE

- **Mayor's Office of National Western Center Program**, City and County of Denver
- **River North Portfolio Integration**, City and County of Denver
- **Brighton Boulevard**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **NWCO Program Management**, 15% Committed

Melissa will be responsible for implementing the MWBE EDI Plan to its successful completion.



Greg Adelberg Urban Landscape & Design Architecture Lead (Dig)

EXPECTED CONTRIBUTION TO PROJECT:  10%

Office Location: Denver, CO | Experience: 14 years
Education: MS, Urban Design, University of Colorado; MS, Urban Planning, University of Illinois

QUALIFICATIONS:

With a global perspective and passion for projects that integrate healthy community spaces with transportation facilities and hubs, Greg leads interdisciplinary project teams to plan, design, and implement placemaking and mobility infrastructure. Greg focuses on reimagining public spaces that foster public life by infusing twenty-first-century public realm design principles that promote resilient, sustainable, diverse, accessible, and active context-sensitive strategies. Greg helps create synergies among multiple stakeholders while bridging the gap between initial idea generation and planning.

WHY GREG?

- ✓ Currently working on the Division of Green Infrastructure Citywide Program Development.
- ✓ Extensive teaming experience with Consor on DOTI projects.
- ✓ Extensive work with DOTI on complete streets and placemaking infrastructure.

SELECT PROJECT EXPERIENCE

- **NDCC Master Plan, Urban Design & Mobility Guidance**, City and County of Denver
- **Denver Moves Downtown**, City and County of Denver
- **Santa Fe Streetscape**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **Santa Fe Multimodal Corridor Design**, 50% Committed
- **Division of Green Infrastructure Citywide Program Development**, 20% Committed
- **Central Street Promenade**, 15% Committed

Greg will be available to support urban design, landscape architecture and green infrastructure tasks throughout the duration of the project.



Matt Ciarkowski, P.E. Multimodal Design Lead (Kimley-Horn)

EXPECTED CONTRIBUTION TO PROJECT: 30%

Office Location: Denver, CO | Experience: 16 years | License: Professional Engineer CO #0051556
Education: BS, Civil Engineering, Texas A&M University

QUALIFICATIONS:

Matt’s multimodal experience ranges from planning, analysis, alternatives evaluation, and conceptual design through final design and implementation. Matt’s experience with bicycle plan implementation, trail and pedestrian design, ADA compliance, roadway design, and traffic signal design projects has allowed him to obtain a wealth of knowledge and experience in the design and planning of transportation and mobility projects. Matt has successfully supported the City on projects like the CTN South Central Network, South Broadway Multimodal Improvements Project, 13th/14th Protected Bike Lane project, and more.

WHY MATT?

- Resident of Denver for over 7 years- travels on the bicycle and pedestrian network daily.
- Has worked on projects in all three Community Network areas.
- Led the planning and conceptual design for over 10 corridors and project locations as part of the South Central Network area.

SELECT PROJECT EXPERIENCE

- **South Central Community Transportation Network**, City and County of Denver, CO
- **Alameda Lane Reduction Design**, City and County of Denver
- **South Broadway Multimodal Transportation Improvements**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **CCD Santa Fe Streetscape Design and Reconstruction**, 15% Committed
- **CCD Alameda Lane Reduction**, 10% Committed
- **City of Louisville CO-42 Design**, 20% Committed

As Multimodal Design lead, Matt will provide thoughtful and innovative multimodal planning and design solutions.



Julie Skeen Public Engagement & Outreach Lead (CIG)

EXPECTED CONTRIBUTION TO PROJECT: 20%

Office Location: Denver, CO | Experience: 27 years | Education: MS, Environmental Sciences, University of Colorado, Denver; BS, Journalism & Mass Communications, University of Georgia

QUALIFICATIONS:

Julie offers 27 years of experience in public outreach and communications, consensus-building and strategic planning specifically focused on infrastructure projects and initiatives, including direct experience supporting the redevelopment of Denver’s National Western Center and the Elevate Denver Bond Program. She specializes in developing and leading clear, concise messaging and outreach programs for your most complex technical challenges.

WHY JULIE?

- Extensive experience supporting infrastructure projects for the City and County of Denver.
- Has a clear understanding of the City's processes, procedures, and preferences.
- Has the ability to apply best practices from previous outreach efforts.

SELECT PROJECT EXPERIENCE

- **Denver Moves Everyone**, City and County of Denver
- **National Western Center**, City and County of Denver
- **Elevate Denver Bond Program**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **DEN Great Hall Project**, 40% Committed

Julie's past work in the project area will make sure that our team is engaging with the right stakeholders and community members at the right time.



Trung Vo, PE, AICP Complete Streets & Bikeway Support (Toole)

EXPECTED CONTRIBUTION TO PROJECT:  20%

Office Location: Denver, CO | Experience: 12 years | License: Professional Engineer CO #0056006

Education: MS and BS, Civil Engineering, Georgia Tech

QUALIFICATIONS:

Trung uses his planning and engineering expertise to develop and implement multimodal transportation projects, programs, and policies for communities in the Front Range and beyond. He specializes in bicycle and pedestrian planning and design, public engagement, design guidance, and training facilitation. Trung led the development of concept designs for the South Central CTN Planning on-call and is also managing the Central CTN Design on-call contract, coordinating with DOTI staff and the Toole Design Team to provide high-quality deliverables.

WHY TRUNG?

- ✓ Has been meaningfully involved in both the planning and design of the first iterations of CTN.
- ✓ Authentically incorporates equity into planning and design.
- ✓ Applies regional and national best practices alongside context-sensitive designs for safer solutions.

SELECT PROJECT EXPERIENCE

- **South Central CTN Planning and Central CTN Design**, City and County of Denver
- **New Orleans Big Jump**, New Orleans, LA
- **Denver Bicycle Facility Design Manual**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **Morrison Road Improvements**, 15% Committed
- **Frisco Granite Street Design**, 10% Committed
- **Albuquerque Bike Plan Update**, 5% Committed

As Toole Design's Denver Office Director, Trung will carry out the firm's human-focused multimodal approach.



Paul Silberman, PE, PTOE Transit Support (Mead & Hunt)

EXPECTED CONTRIBUTION TO PROJECT:  30%

Office Location: Denver, CO | Experience: 25 years | License: Professional Engineer CO #57017

Education: MS, Civil Engineering, University of Maryland; BS, Civil Engineering, University of Maryland

QUALIFICATIONS:

Paul has over 25 years of experience in multimodal transportation planning including traffic and transit data collection and analysis, traffic modeling and simulation, bus network planning, operations and design including service planning, bus priority treatment planning, operations and design, ADA/ bus stop accessibility, station area planning, transit-oriented development, travel / ridership forecasting, feasibility studies and alternatives analysis, preliminary engineering, cost estimates, pedestrian and bicycle accessibility, and stakeholder and public outreach.

WHY PAUL?

- ✓ National experience in bus priority analysis and design in urban environments.
- ✓ Expert in traffic operations analysis and modeling.
- ✓ Proven ability to balance vehicle traffic flow with multimodal mobility and safety.

SELECT PROJECT EXPERIENCE

- **Bus Priority Network Planning and Design**, City and County of Denver
- **CO 82 Upper Valley Transit Enhancement Corridor Study**, Pitkin County/City of Aspen
- **W 38th Avenue Multimodal Corridor Study and Preliminary Design**, City of Wheat Ridge
- **On-Call Bus Priority Network Planning and Design**, Washington, D.C.

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **Bus Priority Network Planning and Design**, 20% Committed
- **W 38th Avenue Multimodal Corridor Study and Preliminary Design**, 20% Committed

Paul will bring innovative transit planning and design experience to this project, similar to that being deployed on the Bus Priority Network Project with Denver's Transit Team.



Jessica Hernandez, AICP Curbside Mgmt. & Vision Zero (Conсор)

EXPECTED CONTRIBUTION TO PROJECT: 20%

Office Location: Denver, CO | Experience: 20 years | Certification: Certified Planner AICP #027981
Education: MS, Urban and Regional Planning, University of Florida; BA, Mathematics, Cornell University

QUALIFICATIONS:

Jessica is a senior transportation planner with experience working on complete streets projects, parking strategies, transit evaluations, and safety assessments. Jessica is frequently called upon to interpret complex, technical results into simple and straightforward messages that can be used to support decision-making. Her work products have successfully communicated transportation conditions to a broad range of audiences, from planners and engineers to residents and city council members.

WHY JESSICA?

- Commutes from Boulder to DUS by bus, two to three times a week, showing her level of commitment and understanding of transit mode choice.
- Loves to travel by bicycle, including many different types such as, mountain, road, tandem, cargo, and electric.
- Supported the parking existing conditions and recommendations on the South Central Community Transport Network.

SELECT PROJECT EXPERIENCE

- **Neighborhood Transportation Management Program**, City and County of Denver
- **Pedestrian Improvement Program Development**, City and County of Denver
- **Vision Zero Boulder Safe Streets Report**, City of Boulder

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **US 287 Vision Zero Safety & Mobility Study**, 20% Committed
- **Denver Curbside Action Plan**, 20% Committed
- **Lafayette Asset Management Program**, 10% Committed

As Curbside Management Lead, Jessica will be an active participant in the project and make sure that the guidance from the City's Curbside Action Plan is incorporated at each step of the process.



Diana McHale, PE Traffic Operations & Analysis (Conсор)

EXPECTED CONTRIBUTION TO PROJECT: 20%

Office Location: Denver, CO | Experience: 17 years | License: Professional Engineer CO # #46001
Education: MS, Civil Engineering, University of Colorado; BS, Materials Science & Engineering, Cornell

QUALIFICATIONS:

Diana is a transportation engineer with more than 15 years of traffic engineering experience, primarily specializing in traffic signal timing and operations. Her expertise includes signal coordination, traffic impact analysis, and traffic flow studies. She has timed more than 500 traffic signals and 40 corridors for many agencies in Colorado. She also has a talent for interpreting, organizing, executing, and coordinating technical assignments.

WHY DIANA?

- Has lived in Denver since 2003, and has seen lots of changes around the City.
- Now that her 15 year-old has his driver's permit, she has expanded her insight into how roadway and signal design influences drivers.
- Has experience in all aspects of traffic signal timing and analysis helping her come up with innovative solutions to congestion and safety problems.

SELECT PROJECT EXPERIENCE

- **Community Networks Planning On-Call**, City and County of Denver
- **Smart City On-Call ATCMTD Signal Priority**, City and County of Denver
- **Federal Blvd Transit Speed & Reliability Improvements Final Design**, City and County of Denver

CURRENT PROJECT COMMITMENTS & WORKLOAD

- **ATCMTD Federal TSP Implementation**, 10% Committed
- **Denver 56th Avenue Traffic Adaptive Implementation**, 15% Committed
- **CDOT Region 4 Traffic Engineering Services Tasks**, 15% Committed

As the Traffic Operations and Analysis lead, Diana's team will perform evaluations and support for all things intersection and traffic signal related.

EXHIBIT D – ACORD INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

12/28/2023

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B : Great American Insurance Company</td> <td style="text-align: center;">16691</td> </tr> <tr> <td>INSURER C : National Fire Insurance Co of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER D : AXIS Surplus Insurance Company</td> <td style="text-align: center;">26620</td> </tr> <tr> <td>INSURER E : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Casualty Company	20443	INSURER B : Great American Insurance Company	16691	INSURER C : National Fire Insurance Co of Hartford	20478	INSURER D : AXIS Surplus Insurance Company	26620	INSURER E : Travelers Property Casualty Company of America	25674	INSURER F :	
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INSURED 1407115 Consor Engineers, LLC 155 North Wacker Dr, Ste 4150 Chicago IL 60606															

COVERAGES **CERTIFICATE NUMBER: 17072090** **REVISION NUMBER: XXXXXXXX**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	7036360752	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7036360766	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	Y	TUE 3274463 04	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	7036465081 (AOS) 7036441749 (CA)	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<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 & Environmental Liab.	N	N	EBZ634816/01/2023	12/31/2023	12/31/2024	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$500,000
E	Excess Liab.			EX-6X767086-23-NF	12/31/2023	12/31/2024	\$5M occ / agr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: P200409 City and County of Denver's Professional Engineering Services for Federal Boulevard Transit Speed and Reliability Improvement Project. As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION See Attachment

17072090 City and County of Denver Department of Transportation and Infrastructure 201 West Colfax Avenue, Dept. 601 Denver CO 80202-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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General Liability, Automobile Liability, and Umbrella Liability: Blanket Additional Insured and Waiver of Subrogation is provided as required by written contract per policy provisions. WC: Waiver of Subrogation is provided as required by written contract per policy provisions.



City and County of Denver Department of Transportation and
Infrastructure
201 West Colfax Avenue, Dept. 601
Denver CO 80202-0000

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In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

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- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies