

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **APEX DESIGN, PC**, a Colorado corporation, whose address is 1675 Larimer Street, Suite 400, Denver, CO, 80202, (the “**Consultant**”), which may be individually referred to herein as a “**Party**” or jointly referred to as the “**Parties**”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

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

B. Scope Of Work: The Consultant shall diligently and professionally perform the on-call planning and design services, on an “as needed” basis for the City and County of Denver Department of Public Works (DPW) to further the implementation of multimodal projects around the concept of completing an entire network within smaller areas of the City, called the “Community Network” approach,, and shall perform in accordance with, and produce all the deliverables described in, the **Scope of Services** attached hereto as **Exhibit A** and the **Fees and Rates** set forth in the attached hereto as **Exhibit B**, both of which exhibits are incorporated herein by this reference. The Consultant shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this

Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

C. On-Call Services When directed by the Manager to perform under this Agreement on a particular project by task order, the Consultant shall prepare a project specific proposal in accordance with the provided scope or description of Work for that project. A separate project specific proposal shall be prepared for each project for which the Consultant's services are required and shall set forth, at a minimum all of the following:

- (1) A not to exceed maximum fee for the Consultant's services.
 - (2) The surveying, utility locating and testing budget for the project if applicable.
 - (3) The additional services budget, if any, for the Project.
 - (4) The budget for reimbursable expenses if applicable.
 - (5) A description of the project and requested scope of work (the "Work").
 - (6) An agreed upon schedule for the Consultant's performance.
 - (7) For all work Consultant shall include estimated hours and rates per the contract rate schedule and classifications.
- (a) Upon approval by the Manager of a project proposal, the approval and appropriation of funding for such project, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
 - (b) The assigned Work shall be performed in conformance with the approved project specific proposal upon approval of the Proposal.
 - (c) The Consultant shall obtain written authorization from the City before proceeding with each assigned project.
 - (d) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned project. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of projects assigned under this Agreement.

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

2. **TERM:** The term of the Agreement commences on the Effective Date of this Agreement and expires on the same date three (3) years later, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate written amendment to this Agreement (“**Term**”). The Consultant shall complete any task order in progress that was initiated during the term of this Agreement and shall extend until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.A below.

3. **COMPENSATION AND PAYMENT:**

A. **Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **TWO MILLION DOLLARS (\$2,000,000.00)**, unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Consultant acknowledges and affirms that it shall perform all the services and provide all deliverables, as specified in this Agreement, within the specified Maximum Contract Amount.

B. **Reimbursable Items:** No reimbursable expenses are permitted under this agreement unless they are specifically listed in **Exhibit B** or pre-approved in writing by the City. The City will not compensate the Consultant for expenses such as postage, local travel, mileage, telephone, parking, letter sized reproductions or messenger service costs incurred in connection with this Agreement. Such costs are included in the hourly rates paid by the City.

C. **Payments:** Monthly payments shall be made to the Consultant in accordance with the progress of the work as set out in **Exhibit A** and the fees and rates specified in **Exhibit B** as subject to the maximum task order amount and by the Maximum Contract Amount. Monthly invoices submitted by the Consultant to the Department must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses which are reimbursable, and must be approved by the Director in writing in order to be

eligible for compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

D. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. Amendment: The Consultant acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Consultant beyond the work described in **Exhibit A**, and that any further phase of work performed by Consultant beyond that specifically described or without an amendment to this Agreement is performed at Consultant's risk and without authorization under this Agreement.

4. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon 10 days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

D. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

5. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Consultant, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. **STATUS OF CONSULTANT:** The Consultant is an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Consultant nor the Consultant's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the Consultant and the Consultant's employees and officers: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. **INSURANCE:**

A. **General Conditions:** The Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The 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 such time period specified in Section 32 of the Agreement. The required

insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of the Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the 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. The 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: The Consultant shall provide a copy of this Agreement to its insurance agent or broker. The Consultant may not commence services or work relating to the Agreement prior to placement of coverage required under this Agreement. The Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

D. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability - if required, 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. The Consultant shall include all such subcontractors and subconsultants 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. The 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: The 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. The 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 the Consultant executes this Agreement.

G. Commercial General Liability: The 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: The 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. Cyber Liability: Contractor shall maintain Cyber Liability coverage, only if Personally Identifiable Information is anticipated to be collected during surveys and outreach, with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims

involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

J. Additional Provisions:

- (1) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (3) The Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Consultant's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. DEFENSE & INDEMNIFICATION:

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

B. Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or

otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

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

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement

9. **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 Act, § 24-10-101, *et seq.*, C.R.S.

10. **PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Consultant agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Consultant further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. **EXAMINATION OF RECORDS:** The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three

(3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

12. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director have sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any unauthorized subcontracting or assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

15. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance

with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

16. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

17. 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; and the Consultant shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Consultant shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Consultant represents that the Consultant has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if the City determines a conflict exists, after the City has given the Consultant written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, or mailed by certified mail, return receipt requested, if to Consultant at the address first above written, and if to the City at:

Executive Director
Department of Public Works
City and County of Denver
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. 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. Day-to-day communications between the Department and representatives of the Consultant may be by email or telephone, as they may agree.

19. DISPUTES: All disputes between the City and the Consultant arising out of or regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by § 56-106(b)-(f), D.R.M.C. For the purposes of that procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall 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 hereby expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

B. Compliance with Law: The Consultant shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, codes, rules, regulations and orders of the United States of America and the State of Colorado, as well as the Charter, ordinances, rules, regulations, and Executive Orders of the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION:

This Agreement is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance.” Without limiting the general applicability of the foregoing, the Consultant acknowledges its continuing duty, pursuant to Sections 28-72, 28-73, and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the **35% M/WBE** participation commitment, upon which the City approved the award of this Contract to the Consultant and the Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Consultant to sanctions in accordance

with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this contract, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Consultant from City facilities and from participating in City operations.

24. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Consultant may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Consultant agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Consultant shall be held in confidence and used only in the performance of the Consultant's obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent consultant would to protect the Consultant's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents and provided to or made available to the Consultant by the City, or which is not subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, or which is used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the Director, the Consultant agrees that the Consultant shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Consultant's obligations under this Agreement. The Consultant further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Consultant any right or license to use such data or information except as provided in this Agreement.

The Consultant agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Consultant or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Consultant agrees, with respect to the proprietary data and confidential information, that: (1) the Consultant shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Consultant shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Consultant shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

The Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Consultant to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

(2) **Employees and Subcontractors:** The Consultant shall inform the Consultant's employees and officers of the obligations under this Agreement, and all requirements

and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. The Consultant shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Consultant is hereby advised to verify the Consultant’s work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Consultant agrees to contact the City immediately.

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

25. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant’s advertising or public relations materials without first obtaining the written

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

26. INTELLECTUAL PROPERTY RIGHTS: The Parties intend that all property rights to any and all materials (in hard copy or electronic form), including but not limited to text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, web pages, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such Materials to the City and shall register such Materials in the name of the City and County of Denver unless the Director direct otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant, by this Agreement, sells, assigns and transfers all right, title and interest in and to the Materials to the City, 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.

27. SOFTWARE PIRACY PROHIBITION: The Consultant shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Consultant hereby covenants and agrees that, for the term of this Agreement and any extensions, the Consultant has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Consultant is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Consultant.

28. NO EMPLOYMENT OF ILLEGAL ALIENS:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to

establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. § 20-90.3.

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

29. LEGAL AUTHORITY: The Consultant assures and guarantees that the Consultant possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Consultant, do hereby warrant and guarantee that he/she or they have been fully authorized by the Consultant to execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Consultant or the person(s) signing the Agreement to enter into this Agreement.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

31. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement shall control.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive the Agreement and shall continue to be enforceable. Without limiting

the generality of the foregoing, the Consultant's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, to the extent that such assignments are authorized under this Agreement.

34. CITY EXECUTION OF AGREEMENT: This Agreement shall not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver and, if required by Charter, approved by City Council.

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

[SIGNATURES TO FOLLOW]

Contract Control Number: PWADM-201951783-00
Contractor Name: Apex Design, PC

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:

PWADM-201951783-00
Apex Design, PC

By:  _____
DocuSigned by:
Melissa Rosas
EF30531F8A17464...

Name: Melissa Rosas
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

1) Project Management

- a) Prepare a Project Management Plan (PMP) for each task order. The PMP will specify the roles and responsibilities of the consultant and other study participants, identify goals and key objectives, identify specific work tasks, sub-tasks and provide a timeline, schedule and scope of work.
- b) Conduct regular bi-weekly or monthly Project Management Team (PMT) meetings.
- c) Prepare and distribute meeting notes from PMT and other project meetings.
- d) Engage in consistent coordination between the Planning Consultant and Design Consultant for each community network, as well as with the other two community networks' consultants.

2) Public and Stakeholder Engagement

- a) Create a context sensitive public involvement process outlining the strategy for how to best engage our communities and meets people where they are. Utilize creative community engagement techniques as needed to gather broader public input from all user groups.
- b) Facilitate creation of steering committee. Members may include representatives from Denver City Council, business/merchant associations, neighborhood organizations, transportation advocates, key community stakeholders and interested external agencies.
- c) Create a schedule of meetings and presentations with the steering committee, identifying key milestones and/or decision points.
 - i) Distribute meeting announcements and prepare presentations for PMT, steering committee and public meetings.
 - ii) Develop and distribute bilingual public information fliers about the project for distribution to properties along the frontline right-of-way of a corridor.
- d) Participate in steering committee and public meetings, neighborhood organization (RNO) and community meetings.
- e) Coordinate public engagement approach with marketing message being prepared by People for Bikes as well as other entities and/or Denver Public Works efforts as necessary.

3) Existing Conditions, Data Collection and Initial Document Review

- a) Prepare technical memorandum of existing conditions, opportunities and constraints, including maps and graphics of existing conditions. Existing conditions may include, but are not limited to:
 - i) Street cross-section(s) including dimensions of travel lanes, parking and sidewalks
 - ii) Inventory of traffic control including traffic signals, stop signs (and orientation), posted speed limits and other signage.
 - iii) Existing daily traffic volumes, peak period turning movement counts at major intersections, signal timing and radar speed data (as applicable).
 - iv) Bicycle and pedestrian counts (include all multi-modal transportation options)
 - v) Multi-modal crash history (Denver Public Works will supply majority of data)

Exhibit A

- vi) Future traffic forecasts if project area is defined as “Area of Change” in Blueprint Denver.
 - vii) Recommended locations for additional traffic data collection.
 - b) Prepare memorandum summarizing the review and analysis of existing conditions and technical data, and categorization of previous public feedback.
 - c) Prepare land-use driven parking utilization surveys as necessary for projects requiring parking removals OR review and summary of DPW Parking Area Management Plan findings. Responsibilities may include identifying peak parking demand intervals and utilization, off-street parking opportunities, loading zones and ADA parking at or adjacent intersections throughout the project area. Include maps and graphics of parking conditions.
 - d) Reference ADA guidelines and requirements to identify equity needs that may be incorporated into the project.
 - e) Reference the Storm Drainage Master Plan (September 2014) to identify any localized flooding concerns that may be addressed during project design.
 - f) Develop inventory of existing and future land uses, planned development, zoning and demographics. This work will be informed by Blueprint Denver/BP Denver Update, Denver Zoning Code and demographics.
- 4) Alternatives Analysis
- a) Upon completion of Existing Conditions, Data Collection and Initial Document Review task, conduct an alternatives analysis including, but not limited to:
 - i) Concept graphics, diagrams, cross-sections and plan-view drawings of alternatives, with details explaining the pros/cons of each. Multiple alternatives will be necessary and be based on project context and goals.
 - ii) Documentation to assess and confirm the feasibility of any operational impacts from lane and/or parking reductions.
 - iii) Maps and graphics detailing potential project impacts to parking in the project area.
 - iv) Review of project alignment options and confirmation of ideal alignment of proposed improvements.
 - v) Identification of intersection improvement needs, as well as other spot improvements and options for these improvements.
 - vi) Diagrams as necessary to display alternate vehicle routing patterns if turning movements are restricted/altered.
 - vii) Traffic analysis inclusive of crossing improvement and signal warrant analysis, traffic diversion assessments and speed studies (as needed).
 - b) Prepare a memorandum summarizing options considered and the preferred alternative concept, with supporting documentation that justifies the feasibility of the preferred alternative.
 - c) Participate in meetings to present alternatives to City staff and external stakeholders/general public as outlined in the Public and Stakeholder Engagement Task.

Exhibit A

5) “Needs Further Study” Specific Project Development

- a) Conduct a visioning exercise to establish how undetermined corridors tie into the Community Network approach including, but not limited to:
 - i) Workshop with PMT to identify cross-section alternatives that incorporate enhanced multimodal improvements on the subject corridor(s), such as bicycle parking, transit amenities, pedestrian improvements and emerging transportation options. Alternatives may be implemented in the near- and/or long-term.
 - ii) Stakeholder charrette or larger public meeting to review the alternatives and establish a transparent public process towards overall vision consensus.
 - iii) Maps, graphics and other visual representations of alignment and alternatives.
 - iv) Traffic, transit and/or on-street parking impact analysis necessary to understand the effects of proposed changes. This may include both corridor and intersection level analysis.
- b) Prepare a memorandum summarizing options considered and the preferred alternative concept, with supporting documentation that justifies the feasibility of the preferred alternative.

6) Implementation Strategies and Conceptual Design

- a) Prepare a memorandum outlining an implementation strategy for the recommended improvements including, but not limited to:
 - i) Phasing and/or implementation recommendations
 - ii) Preliminary cost estimates for the overall project area, refined for individual projects
 - iii) Concept design plans for neighborhood bikeways and multi-modal transportation improvements.
 - iv) Signal warrant analyses and traffic diversion assessments (as needed).

7) Final Project Report

- a) Prepare a final feasibility report summarizing the planning process and documenting the proposed strategies and conceptual design(s) for implementing planned multimodal transportation improvements within the Community Network. The report shall include, but not be limited to:
 - i) Concise written summary of the process and proposed strategies and conceptual designs.
 - ii) Illustrations, concept design and cost estimates
 - iii) Statement of constructability regarding curb re-alignments and drainage facilities.
 - iv) Examples of similar projects at the local and/or state level.
 - v) Summary of multimodal transportation improvements identified but not selected as the proposed strategies and concept design(s) along with the rationale for their exclusion.
 - vi) Proposed schedule and methodology for “after” data collection and evaluation (not part of scope of services)

Exhibit B

Attachment 1

FIRM RESPONSIBILITIES

Prime Consultant: Apex Design, PC

SERVICES PROVIDED	NAME OF FIRM	PERCENT PARTICIPATION	%	M/WBE?
Multimodal Transportation Planning, Traffic Engineering Parking, Concept Design and Smart Cities, Traffic Data Collection	Apex Design, PC	35	%	M/WBE
Civil, Structural and Bridge Design, Water Resources (Green Infrastructure), and Construction Management, Transit Support, and Traffic Analysis Support	Kimley-Horn & Associates, Inc.	35	%	
Vision Zero, Safe Routes to School, Complete Streets, Pedestrian and Bicycle Planning and Design Support	Toole Design Group, LLC	15	%	
Communications Strategy, Public Relations, and Public Involvement	GBSM, Inc.	10	%	
Environmental Support	Pinyon Environmental, Inc.	1	%	M/WBE
Survey and SUE	Harris Kocher Smith Group, Inc.	1	%	
Landscape Architecture	Dig Studio, Inc.	2	%	
Graphic Design	Straightline Design Company	1	%	
			%	
			%	
			%	
			%	
			%	
			%	
		100	%	

Exhibit B

Attachment 2

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Apex Design, PC

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract Management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 232.00
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, and report preparation, preparation of specifications and engineering estimates.	\$ 220.00
Senior Transportation Engineer 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.	\$ 210.00
Senior Transportation 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.	\$ 180.00
Senior ITS Engineer II	Full responsibility of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs project teams.	\$ 174.00
Senior Transportation Engineer II	Project management, applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on transportation	\$ 170.00
Senior Transportation 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.	\$ 156.00
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$ 156.00
Senior Transportation Engineer	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 156.00
Senior ITS Engineer	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 150.00
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules.	\$ 142.00
Senior Transportation Planner	Preparation of transportation planning analysis and report preparation, provides technical planning direction to transportation planners, performs planning tasks, and prepares safety analysis and reports.	\$ 142.00

Exhibit B

PRIME CONSULTANT: Apex Design, PC (Continued)

Title/Classification	Responsibilities	Rate/Hr.
ITS Engineer II	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 130.00
Transportation Planner II	Preparation of transportation planning analysis and report preparation, performs planning tasks, and prepares safety analysis and reports.	\$ 128.00
Construction Manager	Creates and manages construction schedules; Performs pre- and post-installation field reviews; shares lessons learned from installations, manages integration and testing in field.	\$ 124.00
Senior IT Consultant	Evaluates software or hardware development; wireframes; designs; and testing	\$ 124.00
ITS Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules.	\$ 118.00
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 118.00
Construction Engineer	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 126.00
ITS Engineer	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 118.00
Senior Construction Inspector	Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements.	\$ 116.00
Engineer In Training II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed	\$ 104.00
Technical Specialist II	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications;	\$ 98.00
IT Consultant	Evaluates software or hardware development; wireframes; designs; and testing	\$ 94.00
Transportation Planner	Preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report	\$ 94.00
TMC Operator	Manage and/or staff traffic management center	\$ 92.00
Engineer In Training I	Performs engineering analysis, design and drafting assignments under the general direction of a licensed	\$ 90.00
Construction Inspector	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 86.00
Technical Specialist I	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts	\$ 86.00
Data Analyst	Performs data analysis and reporting	\$ 76.00

Exhibit B

PRIME CONSULTANT: Apex Design, PC (Continued)

Title/Classification	Responsibilities	Rate/Hr.
Financial Manager	Responsible for QC of invoices and oversight of project financial management.	\$ 160.00
Project Administrator	Responsible for all accounting aspects of project.	\$ 126.00
Project Assistant	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 90.00
Administrative Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 76.00
Intern	CAD and project support	\$ 50.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: ~ 2.9.

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.

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Dig Studio, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Principal-in Charge	Oversee project management, guide design practice, interact with client and stakeholders, verify and approve all design submittals.	\$ 155.00
Project Manager/Senior Landscape Architect	Daily Management of project, maintain accurate filing structure and record of project tasks, time management, lead project design and development, manage landscape designers.	\$ 115.00
Landscape Designer II	Execution of graphic tasks, creation of files, drawings, documents, design assistance and representation, computer aided-drawing, assist project manager with day-today project tasks.	\$ 95.00

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

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.

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: _____ GBSM, Inc. _____

Title/Classification	Responsibilities	Rate/Hr.
President/CEO	Strategic Communications Counsel	\$ 325.00
Principal	Strategic Communications and Community Engagement Lead	\$ 315.00
Senior Associate	Community Engagement Manager	\$ 225.00
Associate	Community Engagement Coordinator	\$ 160.00
Client Coordinator	Administrative Support	\$ 80.00

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

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.

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Harris Kocher Engineering Group, Inc. DBA Harris Kocher Smith

Title/Classification	Responsibilities	Rate/Hr.
Principal	Primary survey contact, manages project schedule and budget	\$ 185.00
Associate Principal	Alternate primary survey contact, manages project schedule and budget	\$ 170.00
Survey Manager	Licensed surveyor in charge of management of survey projects and managers	\$ 150.00
Survey Project Manager	Licensed surveyor in responsible charge of project	\$ 125.00
Construction Survey Manager	Management of survey construction staking projects	\$ 125.00
Project Surveyor	Drafting, calculations, written property descriptions	\$ 105.00
Two man Crew	Survey field work	\$ 170.00
One Man Crew	Survey field work	\$ 135.00

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

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.

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Kimley-Horn & Associates, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Admin. Assistant	Receptionist, Clerical, Production	\$ 85.00
Clerical/Admin.	Accounting, Receptionist, Clerical, Production	\$ 95.00
Sr. Clerical/Admin.	Accounting, Production	\$ 115.00
CADD Technician I	Development of CADD Drawings	\$ 105.00
CADD Technician II	Development of CADD Drawings	\$ 115.00
Designer I	Design/Development of CADD Drawings	\$ 135.00
Designer II	Design/Development of CADD Drawings	\$ 160.00
Designer III	Design/Development of CADD Drawings	\$ 175.00
Analyst I	Planner/Design/Production/GIS	\$ 110.00
Analyst II	Planner/Design/Production/GIS	\$ 120.00
Analyst III	Planner/Design/Production/GIS	\$ 130.00
Engineer/Professional	Planner/Design/Production/GIS	\$ 155.00
Sr. Engineer I/ Sr. Professional I	Project Management/Design/Planning/Etc.	\$ 175.00
Sr. Engineer II/ Sr. Professional II	Project Management/Design/Planning/Etc.	\$ 195.00
Sr. Engineer III/ Sr. Professional III	Project Management/Design/Planning/Etc.	\$ 215.00
Sr. Engineer IV/ Sr. Professional IV	Project Management/Design/Planning/Etc.	\$ 230.00
Principal	Project Management/Design/Planning/Etc.	\$ 255.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: ~ 3.54.

Exhibit B

Firm Name: Kimley-Horn & Associates, Inc. (Continued)

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.

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Expert Witness	Expert Witness Preparation and Deposition	\$ 248.00
Principal Engineer/ Scientist	QA/QC by Principal or Senior Technical Reviewer, Meetings with Regulatory and Oversight Agencies	\$ 226.00
Senior Engineer/ Scientist	Remediation, Engineering Design, Investigation Design, Development of Work Plans, Database Design, Training, Industrial Hygiene	\$ 201.00
Project Manager	Project Management, Coordinates Multi-Disciplinary Teams, Response to Agency Questions, Project Meetings with Clients/Regulators	\$ 179.00
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 132.00
Project Engineer/ Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data, Collection/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$ 127.00
Technical Editor	Review and revision of documents for submittal to clients.	\$ 127.00
Staff II Engineer/ Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$ 117.00
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$ 102.00
Drafting (Graphics)	AutoCad or Microstation Drafting	\$ 95.00
Project Assistant	Monthly Invoicing	\$ 90.00
Clerical	Word Processing, Clerical	\$ 67.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: ~ 3.00.

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.

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Straightline Design Company

Title/Classification	Responsibilities	Rate/Hr.
Graphic Designer	Develop the overall layout and production design for various applications, such as brochures / signage / infographics / diagrams / reports	\$ 90.00

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

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.

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Toole Design Group, LLC

Title/Classification	Responsibilities	Rate/Hr.
Principal-in-Charge	Provides senior-level client contact and services and is ultimately responsible for team performance.	\$ 294.00
Engineer Lead I	Responsible for overall quality control; leads preparation of design efforts; provides direction to junior staff and interface with clients.	\$ 265.00
Engineer Lead II	Responsible for overall quality control; leads preparation of design efforts; provides direction to junior staff and interface with clients.	\$ 230.00
Senior Engineer	Plans and manages the project delivery process for large or complex projects; leads public engagement efforts and serves as a principal client contact.	\$ 190.00
Project Engineer	Prepares design criteria and design analysis reports; develops contract documents (plans and specifications); develops opinions of cost.	\$ 168.00
Engineer II	Prepares engineering reports, calculations and specifications; responds to contractor requests for information and prepares supporting documentation for construction field changes.	\$ 135.00
Engineer	Designs and completes project elements; prepares reports and calculations under supervision.	\$ 105.00
Planning Lead I	Responsible for quality control of planning products; leads preparation of planning efforts and provides direction to junior staff and interface with clients.	\$ 260.00
Planning Lead II	Responsible for quality control of planning products; leads preparation of planning efforts and provides direction to junior staff and interface with clients.	\$ 228.00
Senior Planner	Prepares analysis reports; develops preliminary improvement recommendations; leads data gathering and GIS mapping efforts; supports engineering efforts and oversees public involvement material development.	\$ 185.00
Project Planner	Assists with analysis reports; develops improvement recommendations; leads data gathering.	\$ 162.00
Planner II	Completes planning project elements and prepares reports under supervision.	\$ 133.00
Planner I	Completes planning project elements and prepares reports under supervision.	\$ 101.00
Landscape Architecture Lead	Prepares design criteria and analysis reports; develops contract documents; develops opinions of cost within streetscape and landscaping focus areas; develops environmentally sustainable design	\$ 221.00
Senior Landscape Architect	Develops new design criteria and standards; develops environmentally sustainable design.	\$ 156.00
Landscape Architect	Prepares specifications and cost estimates for complex projects; manages and leads community or stakeholder engagement efforts.	\$ 123.00

Exhibit B

Firm Name: Toole Design Group, LLC (Continued)

Title/Classification	Responsibilities	Rate/Hr.
Designer II	Prepares graphics for public presentations and technical manuals and reports; prepares layout of landscape and hardscape plans; selects materials and plants for design plans and construction details; quantity takeoffs and unit price research for cost estimates.	\$ 108.00
Designer I	Prepares design reports, calculations, feasibility studies, conceptual designs, and related memoranda; develops material and furnishing construction details; prepares cost estimates.	\$ 92.00
GIS Analyst	Responsible for GIS databases; designs new and updates existing maps; prepares metadata and other information.	\$ 127.00
GIS Specialist	Develops Macros for GIS analysis; prepares document layout and manipulation.	\$ 98.00
Graphic Designer	Leads development of marketing materials.	\$ 114.00
Intern	Assists with data gathering, research, and document production.	\$ 67.00
Administration	Technical-level services involving the preparation of project deliverables, word processing, and project accounting.	\$ 79.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: ~ 3.08.

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.

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: eBid# 6365414, Community Network Bikeway Planning Services.