

ON-CALL PROGRAM MANAGEMENT AGREEMENT

between

THE CITY AND COUNTY OF DENVER

and

TRIUNITY, INC.

Contract No. FINAN-202682934

THIS AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado, and **TRIUNITY, INC.**, a Colorado corporation, whose address is 1875 Lawrence Street, Suite 1100, Denver, Colorado 80202 (the “Consultant”).

RECITALS

1. The City wishes to secure professional program management and related services (“Program Management”) to support the Vibrant Denver Bond Program or “Program” on an “as needed” basis; and
2. The Consultant represents that it has the present capacity, experience and qualifications to perform professional Program Management and related services for the City; and
3. In response to the City’s Request for Qualifications, the Consultant submitted a proposal for such services to the City. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, copies of which are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

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

SECTION 1 – ENGAGEMENT

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

1.02 Line of Authority for Contract Administration. The City's Chief Financial Officer (“Manager” or “Executive Director”) is the City's representative who is responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the Director of Capital Planning and Programming (“Director”) as the Manager’s authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Consultant under this Agreement. The Contract Manager who reports to the Director shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals that are specifically identified in this Agreement as requiring the Manager's approval.

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

1.04 Scope of Consultant’s Authority. The Consultant is not authorized to enter into contracts, modify contracts, waive City requirement, or waive contractual requirements on behalf of the City. Consultant’s authority to act on behalf of the City is limited to matters expressly provided for in this Agreement or included in a written Task Order. The Consultant is not authorized to act as a general agent for the City.

SECTION 2 – CONSULTANT’S SERVICES

2.01 General. The Consultant shall provide professional program and project management services as assigned by written Task Order, on an as-needed basis, in accordance with the terms and conditions of this Agreement. The City may provide program management, project management, financial analysis or other services for projects in the Program, but desires program management services and access to project management support services on an as needed basis.

2.02 Anticipated Projects and Tasks. The City anticipates that the Program will include projects funded by Vibrant Denver Bond funds. Projects may be added or removed at the written direction of the Contract Manager.

2.03 Professional Responsibility; Task Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a similar nature to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services or deliverables provided under this Agreement shall be adequate and sufficient for their 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 Contract Manager and the user agency must represent a thorough study and competent solution 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 employee, agent, consultant or subconsultant of the City.
- (g) 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.

2.04 Program and Budget.

- (a) 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.

2.05 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 for each assigned task. Coordination shall consist of regular progress and review meetings with the City, work sessions with Contract Manager, or other coordination as directed. If requested, the Consultant shall document conferences and distribute notes to the City.

2.06 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 therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written Task Order.
- (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 Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Contract Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Contract Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, the Contract Manager shall notify the Consultant and give the Consultant the time which the Contract Manager considers reasonable to correct such performance. Thereafter, the Contract Manager may require the Consultant to reassign or replace such key personnel. If the Contract Manager notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Contract Manager's notice.

- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City. Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the Contract Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Contract Manager before they are assigned to a specific task.
- (k) The Contract Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Contract Manager receives the list of changes. If the Contract Manager or their designated representative does not respond within that time, the changes shall be deemed to be approved.

2.07 Basic Services.

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced personnel to support the Program. 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. Task Orders shall be in the form attached hereto as **Exhibit E**.
- (b) When directed by the Contract 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 of 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 paragraph 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 Contract Manager of a task proposal, the approval and appropriation of funding for such task, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform the Work.
- (d) The assigned task shall be performed in conformance with the approved Task Order. The terms of this Agreement cannot be altered by Task Order.

- (e) The Consultant's basic services for each task may consist of any one or combination of the anticipated services described below, in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall obtain written authorization from the City in the form of a Notice to Proceed before proceeding with each assigned task.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any task beyond the latest task authorized in writing by City. 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.
- (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, or any other funding source, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the Task Order for the task, and included in the Consultant's basic services responsibilities for the task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Compensation. Subject to a maximum task order fee in each Task Order, as adjusted by Task Order Change, the City agrees to pay the Consultant, at the rates in **Exhibit B**, as they may be adjusted. Consultant will be paid for additional services in the manner set for in the Task Order.

3.02 Rates. Consultant shall be compensated for actual hours worked at the hourly rates and at the rates for other services contained in **Exhibit B**. The rates in **Exhibit B** shall apply until February 2, 2029. Consultant may request a rate adjustment for services provided starting February 3, 2029, and in subsequent years, by submitting a written request no later than December 1st of the preceding year for the Executive Director's approval. The annual increase in hourly rates after February 2, 2029, will be 4%. Such request is to be accompanied by a letter of justification with supporting documentation. In addition; the City reserves the right to accept, reject, or negotiate the rate adjustments or timing thereof.

3.03 Reimbursable Expenses. Unless expressly authorized by the City as part of an approved Task Order or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, parking, telephone, copies or messenger service costs incurred in connection with Work performed under this Agreement. Such costs are included in the hourly rates paid by the City. The inclusion of rates for expenses in a proposal attached to a Task Order does not authorize reimbursable expenses unless the executed Task Order includes a not to exceed maximum amount for reimbursable expenses.

3.04 Additional Services. The Consultant shall only be compensated for additional services if the additional services are approved in advance by written Task Order and subject to an additional services budget for that specific Task Order. Additional services will be paid based on the rates in **Exhibit B** or in a manner set forth in the Task Order authorizing additional services.

3.05 Invoices. The Consultant shall invoice and be paid monthly. Invoices shall reflect the Consultant's and subconsultants actual hours work and the rates in **Exhibit B** as those rates may be adjusted. 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 Contract 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.

3.06 Maximum Contract Amount. 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 **FORTY-FIVE MILLION DOLLARS AND NO CENTS (\$45,000,000.00)**. 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.

3.07 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 their 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 Project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific 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 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence upon execution, and shall expire seven (7) years thereafter, unless sooner terminated or extended by written amendment. The Consultant shall complete any Task Orders executed as of the expiration date of this agreement and the term will extend until the task is completed or earlier terminated by the Manager.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Manager.

- (b) The Manager may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Manager. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to the City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the task 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 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, assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – COMPLIANCE WITH M/WBE REQUIREMENTS

5.01 This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **20%**.

- (a) Under § 28-72 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Consultant acknowledges that:
 - (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

- (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.
- (4) Failure to comply with these provisions may subject the Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Consultant must consult the M/WBE Ordinance or contact the Project’s designated DSBO representative at (720) 913-1999.

SECTION 6 – GENERAL PROVISIONS

6.01 City’s Responsibilities.

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

6.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final documents and deliverables, and all data used in the development of the same, including all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world

and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Contract Manager, upon termination or expiration of this Agreement.
- (f) If the City reuses project documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's written approval, Consultant is not responsible for any alleged defects, deficiencies or flaws in the project documents.
- (g) 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 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 under Consultant's Intellectual Property Rights to utilize the Pre-Existing Technology for the purpose of the City's Project. 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 Project; (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.

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

6.04 Consultant's Records / Examination of Records and Audits. 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 foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

6.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Consultant named herein. The Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

6.07 Insurance.

(a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, 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. 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 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 C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of 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 Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

(e) Subcontractors and Subconsultants: Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

(f) Workers' Compensation and 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.

(g) Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

(i) Professional Liability (Errors & Omissions): Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

(j) Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (ii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (ii) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

6.08 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.

6.09 Colorado Governmental Immunity Act. In relation to the Agreement, 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, C.R.S. § 24-10-101, et seq.

6.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 6, which precede the signature page, and the following attachments, which is incorporated herein and made a part hereof by reference:

Exhibit A	Consultant’s Scope of Work
Exhibit B	Consultant’s Rates & Reimbursable Expenses
Exhibit C	Consultant’s Key Personnel
Exhibit D	ACORD Insurance Certificate
Exhibit E	Task Order

In the event of an irreconcilable conflict between a provision of Sections 1 through 6 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:

- Sections 1 through 6
- Exhibit D
- Exhibit C
- Exhibit B
- Exhibit A

Exhibit E

6.11 When Rights and Remedies Not Waived. In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

6.12 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).

6.13 Conflict of Interest.

- (a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable Task Order or the Agreement.
- (b) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (d) 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. If, as a result of access to City resources or as a result of Consultant providing services pursuant to the Agreement, Consultant obtains information about potential City contracts before that information is publicly available, Consultant shall notify the City in writing. The City, in its sole discretion, will determine if Consultant obtained an unfair advantage and is therefore disqualified from proposing or bidding.
- (e) Consultant is precluded from providing design or construction services as a prime, subconsultant, or subcontractor on Vibrant Denver Bond Projects. Subconsultants providing services pursuant to this Agreement may be precluded if the City, in its sole discretion, determines that the subconsultant's past, current or anticipated work would give

then an unfair advantage in a procurement, create an unacceptable impression that they have an unfair advantage, or result in an actual or perceived conflict of interest.

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

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

6.16 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 D.R.M.C. § 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.

6.17 Proprietary or Confidential Information.

- (a) City Information. The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall include, but not be limited to, geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Consultant's Information. The Consultant understands that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, *et seq.*, and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- (c) Conflicts of Interest. Consultant acknowledges that as a result of its services it will have access to non-public information that, if disclosed, could give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant

will not disclose non-public information that could give an entity an unfair advantage when competing for work. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants who may be interested in performing work on the Program. Consultant will disclose in writing any actual or potential organizational conflicts that may arise as a result of other work Consultant or its sub consultants are performing related to the Program. Consultant is responsible for monitoring its subconsultants compliance with these requirements. These requirements are not intended to, and do not, prevent Consultant from participating in industry forums, working to generate interest in projects or from communicating with entities or individuals who may be interested in working on projects in ways that do not give them an actual or perceived advantage in pursuing Program work.

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

6.19 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.

6.20 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 D.R.M.C. § 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.

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

6.22 Advertising and Public Disclosure. The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

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

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

to the City: Chief Financial Officer or Designee
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

with a copy to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

to the Consultant: Triunity, Inc.
1875 Lawrence Street, Suite 1100
Denver, Colorado 80202

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.

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

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

6.27 Delay. If the Consultant believes it will be unable to meet a deadline for performance set forth in a Task Order or that the work required to complete a task has materially changed due to a non-regulatory action, or failure to act, by the City or entities within the City's control, an Act of God, strike, lockout, accident, or other event beyond the Consultant's control, Consultant shall, within ten days of the event, notify the Contract Manager in writing of the event and provide documentation of the event and any impact on Consultant's work. Actions, or failures to act by the City or other governmental entities resulting from, or arising out of, enforcement of Federal, state or local laws and associated regulatory processes are non-compensable regulatory actions. In the event that Consultant has been delayed as a result of a non-regulatory action by the City, the City and Consultant will negotiate an equitable adjustment and execute a written adjustment to the task order. In the event a delay occurs, Consultant will undertake reasonable steps to mitigate the cost and schedule impact of the delay.

6.28 Changes. The City may make changes to a Task Orders at any time. In the event that the City wishes to make a change, it will advise Consultant in writing of the changes. Consultant will notify the City in writing within ten (10) days of any impact the changes have on schedule or cost and provide documentation to support any requested adjustment. The City and the Consultant will then negotiate an equitable adjustment to the maximum fee and schedule. If Consultant does not notify the City within ten (10) days, of cost or schedule impacts Consultant waives the right to request additional compensation or time for the requested change.

6.29 Compliance with Denver Wage Laws. To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

6.30 Compliance with All Laws. Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

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

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: FINAN-202682934-00
Contractor Name: Triunity, Inc.

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:

FINAN-202682934-00-00
Triunity, Inc.

By: ^{Signed by:} Dan Manojlovski
6DD7C372E5CD469...

Name: Dan Manojlovski
(please print)

Title: Chief Operating Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Consultant's Scope of Work

Scope of Work

The role of this Consultant is to provide Program Management Services and other professional services as needed to support the implementation of the proposed \$950M [Vibrant Denver General Obligation \(GO\) Bond Program](#). This initiative is designed to assist the City in effectively executing the Program across all phases, including development, design, construction, and closeout of each project. The City desires to engage a Consulting team with expertise in program management, portfolio delivery coordination, controls and technology, program communications, and project delivery support.

The Consultant will work under the direction of the Bond Program Management Team which will have ultimate oversight and decision-making authority of the Vibrant Denver GO Bond Program. Furthermore, the Consultant will interact regularly with the day-to-day City Bond Program Team, city agencies, stakeholders, and outside consultant teams to successfully deliver the bond program.

The City reserves the exclusive right to choose and subsequently controls the nature, extent and timing of each Consultant work assignment depending upon the overall program schedule, availability of funding, Consultant qualifications and performance, and other factors.

The work to be performed by the Consultant will be authorized, at the sole direction of the City, through the issuance of Task Orders. This is anticipated to be completed in a single Task Order, executed each year based on the anticipated level of effort needed to complete the negotiated scope of work.

The City is procuring a new professional services on-call contract to support the completion of the scope of work described below. Consultant teams are encouraged to propose innovative solutions to the challenges of delivering the Vibrant Denver GO Bond Program within the City and County of Denver.

1. Program Management

Tasks may include but are not limited to:

- 1) Identify Program Manager key point of contact and lead for all program activities in coordination with City bond program leadership.
- 2) Program Charter: Support the City in the development of the Vibrant Denver GO bond program charter including mission, vision, goals, objectives, and key performance indicators (KPIs).
- 3) Program Management Plan: Support the City in the initial development and annual update of the Vibrant GO bond program management plan including:
 - a. Program description
 - b. Program organization (program governance, program delivery, and RACI matrix)
 - c. Risk management (content as developed in facilitated programmatic risk workshop). Plan should include risk identification, qualitative analysis of probability and impact, risk response, and ongoing monitoring and control.
 - d. Resource management
 - e. Program and project controls management
 - f. Communications management
 - g. Document and data management plan
- 4) Assess challenges and opportunities to maximize program success throughout the term of this contract.
- 5) Facilitate program governance activities in accordance with approved program charter.
- 6) Coordinate content development and facilitation of regular (monthly or quarterly) meetings with City Leadership and stakeholder groups as detailed in approved program charter.
- 7) Provide program administrative support including meeting agendas & minutes, reporting, presentations, and correspondence as required.
- 8) Facilitate program/project escalation protocol: project team, project leadership team, bond program management team and City leadership team.

- 9) Track and communicate program goals, objectives, and KPIs.
- 10) Monitor program scope, schedule, and budget.
- 11) Monitor and control program level risks and align risk response strategies with program goals and objectives as detailed in approved program charter
- 12) Provide consistent program monitoring, reporting, and coordinate technology output as needed.
- 13) Coordinate program communications with City staff.
- 14) Assist with coordination of program resources and ensure staffing to meet evolving City needs.
- 15) Provide program management resource, cost, and schedule forecasting monthly to ensure Program health is maintained.
- 16) Provide coordination and consistency across bond purposes.
- 17) Solicit, document, and transfer program lessons learned.
- 18) Support and monitor project delivery strategies and overall project management
- 19) Ensure consistent project performance reviews and escalation protocols
- 20) Oversee monthly, quarterly, annual, and bond program close-out reporting for compliance, program, and public communications needs.
- 21) Other duties as identified.

2. Portfolio Delivery Coordination

General project oversight and coordination with City staff and staff augmentation on projects in development, design, construction and close-out to ensure Vibrant bond program delivery of all projects open to the public in 6 years. Tasks may include but are not limited to:

- 1) Identify Portfolio Delivery Manager as lead for managing risk in project delivery.
- 2) Provide project level risk management support (identification, analysis, response planning and monitoring (including escalation if/as needed)).
- 3) Identify project-level management and staff augmentation resource needs for project delivery.
- 4) Provide coordination between City and staff augmentation project managers and bond program leadership.
- 5) Provide project budget, scope, schedule and risk updates to bond program leadership.
- 6) Support project leadership team meetings and content development.
- 7) Facilitate project closeout team meetings and content development.
- 8) Provide bond funding and scope coordination (oversee project cost worksheet updates and funding and assignment agreements).
- 9) Utilize scope hierarchy to monitor project scopes and ensure minimum requirements are achieved.
- 10) Assist with project change management requests for approval in accordance with program governance.
- 11) Provide project tracking across project lifecycle (development, design, construction, and closeout).
- 12) Other duties as identified and needed to support delivery of the Vibrant Denver GO Bond program.

3. Controls and Technology

Management of scope, schedule, budget, and risk including change management. Tasks may include but are not limited to:

- 1) Identify Controls Lead responsible for controls and technology to support the program.
- 2) Controls:
 - a. Assist the City in implementing best practices in financial management and reporting for the program.
 - b. Assist the City in projecting needed resources based on approved program management plan.
 - c. Management of program reporting per established City practices and procedures including integration with Workday financial management system.
 - d. Prepare monthly, quarterly, and annual financial reports as defined in the approved program management plan.
 - e. Support ad hoc reporting as requested.

- f. Update the work breakdown structure (WBS) used in managing cost, schedule, scope, and resources for the program as requested by the City.
- g. Update the master “critical path” schedule regularly, but no less than monthly.
- h. Develop and update project milestones based on input from various project team members, including designers and contractors. Provide current information regarding critical and near-critical milestones and outstanding issues affecting project delivery.
- i. Review and analyze overall program progress during the design and construction phases (including 85% spend target within three years and 100% spend within 5 years of issuance for each tranche). Identify areas of concern and provide input on corrective action plans as necessary.
- j. Collect and analyze project and program cost information, including budgeted amounts, commitments, actual expenditures and develop forecasts, and expenditure performance index (XPI) variance information.
- k. Analyze, prepare, and maintain current and projected cash flow requirements for the program
- l. Prepare analysis and related reporting as needed to support the Department of Finance administered issuance process.
- m. Provide and administer a system for document control inclusive of all program documents per approved program management plan.
- n. Develop and maintain full-capital stack reporting including project and program level contingency.
- o. Facilitate monthly dashboard reporting detailing project-level and program status for internal and external stakeholders.
- p. Review and analyze purpose contingency requests.
- q. Support program/project closeout activities.
- r. Review and update various cost estimates related to construction, operations, and maintenance of the program to ensure they conform to established guidelines and accurately reflect all project-related costs.
- s. Other duties as identified.

3) Technology

- a. Make relevant information available for executive, program, and project level decision-making.
- b. Improve the execution of underlying operational processes.
- c. Build low-fi tracking tools (MS Excel) to support new/improved processes or to refine data sets. Create tools in accordance with formalized technology development process (high level definition and ROM level estimate), detailed design, data visualization, and help guide.
- d. Develop new or improve existing dashboards for reporting program/project progress, for proactive identification of exceptions requiring follow-up, and to support in-depth data analysis. A city style guide has been developed and should be used as the basis for all dashboard content. The general approach for dashboard development includes:
 - i) Establish dashboard functional requirements:
 - 1) Consultant will build functional requirements for new/improved dashboards through whiteboarding and visualization of the end product along with a proposed layout or mockup with notional data elements.
 - 2) Incorporate (to the degree possible with existing data) measurements for KPIs. This work includes determining that appropriate KPIs to incorporate in each dashboard and developing an initial set of performance standards to which to compare them (estimated vs. actual). KPIs may include shorter-term indicators (i.e., those that can be measured with existing data) and longer-term indicators (those that may not be measured today but may be possible in the future).
 - 3) Identify potential queries/search options, to allow both for the drill down to specific projects and to aggregate and evaluate performance on a programmatic basis.
 - ii) Data management and mapping

- 1) Coordinate with the City to result in agreement on appropriate information and data points to include in the dashboard selected for build out.
 - 2) Locate existing data sources, if they currently exist for each field desired for inclusion.
 - 3) Develop links from the existing source documents for each data element the City chooses to include.
 - 4) Design new data sources, if needed, to fill data gaps between wireframe and existing data sources.
- iii) Develop and launch dashboards
- 1) Deliver initial prototypes for user review and comment.
 - 2) Establish and implement process for tracking, dispositioning, and closing out user comments.
 - 3) Provide guidelines for ongoing data management.
 - 4) Provide help guide detailing instructions for use.
 - 5) Incorporate user comments, finalize and publish in web-based portal.
- iv) Dashboard deliverables: It is anticipated that specific dashboard deliverables will be established as part of annual task order scoping process.
- v) Ongoing dashboard maintenance: Post implementation support of developed dashboard.
- e. Monthly updates: Refresh and maintain internal and external dashboards with monthly update data provided by the controls team.
- f. Other duties as identified.

4. Program Communications

Facilitation of written, verbal, and electronic communication to support City Council and public communications of bond program and project status and City goal of increasing awareness of GO bond votes in action and creating excitement about bond infrastructure projects. Tasks may include but are not limited to:

- 1) Support Department of Finance communications lead.
- 2) Completion of annual program report.
- 3) Assist with development and maintenance of consistent program branding and communication
- 4) Coordinate outreach and production of bond project signage and ground-breaking, ribbon cutting, and other promotional events.
- 5) Support Council member briefings on bond projects.
- 6) Support development, launch and monthly update of program website including interactive project map and program/project status dashboards.
- 7) Support Department of Finance communications team in managing program website upkeep, social media, and outreach by providing relevant content.
- 8) Provide photography, videography and graphic design as needed for communications deliverables
- 9) Document review to ensure language accessibility
- 10) Ensuring the diversity of Denver residents is reflected across all communications
- 11) Community engagement efforts to support program as a whole (i.e. council-led town hall) and for individual projects (i.e. community outreach during project design and development) if needed and not already addressed through project resources or other contracting mechanisms.
- 12) Other duties as identified.

5. Project Delivery Support

Project delivery support and/or staff augmentation for the Program and its component projects. Proposed project delivery support personnel to be reviewed and approved at the City's discretion. Tasks may include but are not limited to:

- 1) Assist the City in identifying opportunities, developing options, and managing resources to accelerate implementation related to design and construction activities.

- 2) Potential project delivery support tasks will be based on project need, and may include but are not limited to:
 - a. Project Management.
 - (i) Leading project management meetings
 - (ii) Overall management of project scope schedule and budget to ensure compliance with program goals
 - (iii) Completing and managing risk registers
 - (iv) Overseeing field operations
 - (v) Validating monthly pay applications for approval by City staff
 - (vi) Other duties as assigned by Bond program staff
 - b. Assist with coordination of utilities and other regulatory agencies to ensure project teams are successful in making the needed arrangements for timely and cost-effective relocations of existing utilities.
 - c. Assist with Railroad, RTD, and other external agency coordination.
 - d. Assist in the preparation of procurement documents, including requests for qualifications, requests for proposals, boilerplate contract specifications and other contract documents as requested by the City to support procurement activities related to Program implementation.
 - e. Provide contract compliance and administration as requested by the City, including maintaining contract records, performing invoice reviews, and ensuring compliance with applicable regulations and requirements and City procurement and contracting policies and procedures.
 - f. Construction Management and Administrative Support:
 - i) Construction Management Coordination
 - 1) Construction meetings
 - 2) Schedules, Pay Applications, Document Tracking/Review
 - 3) Change Management
 - 4) Shop Drawing and Submittal Field Reference
 - ii) Construction Inspection
 - 1) Quality/Conformance with plans, specifications, and standards
 - 2) Quantity Tracking and Calculations
 - 3) Progress Reporting
 - 4) Environmental/Stormwater Management
 - 5) Reporting (diaries, documentation, etc.)
 - iii) Materials Testing
 - 1) Materials Testing
 - 2) Independent Assurance Testing and Sampling (if applicable)
 - 3) Project Standards
 - iv) Reviewing and providing concurrence on resolution of non-conforming work.
 - v) Review of Maintenance of Traffic (MOT) and Method of Handling Traffic (MHT) submittals and implementation.
 - g. Independent Cost Estimating as needed (only if needed through this contract and not already addressed through project resources or other contracting mechanisms) – Prepare independent cost estimates at 30% design and prior to advertising for bids as requested by the City. Prepare engineer's estimates from design cost estimates and analyze bid results for construction contracts. Develop independent cost estimates as requested by the City for construction contract change orders to be used as basis for negotiation.
 - h. Perform environmental assessments and mitigation management as needed (only if needed through this contract and not already addressed through project resources or other contracting mechanisms).
- 3) Other duties as identified.

Exhibit B

Consultant's Rates & Reimbursable Expenses

PRIME TEAM MEMBERS

Prime: 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.
Executive Administration Support	Executive Administration and Clerical Support	\$130.00
Administration Support 2	Administration and Clerical Support	\$110.00
Administration Support 1	Administration and Clerical Support	\$90.00
Civil Engineer Lead	Civil design	\$300.00
Civil Engineer 3	Civil design	\$260.00
Civil Engineer 2	Civil design	\$225.00
Civil Engineer 1	Civil design	\$190.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$160.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$140.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$120.00
Construction Manager Lead	Construction Management	\$310.00
Construction Manager 2	Construction Management	\$275.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$240.00
Construction Safety	Construction Field Safety	\$270.00
Document Control Specialist 3	Document Control Specialist	\$250.00
Document Control Specialist 2	Document Control Specialist	\$210.00
Document Control Specialist 1	Document Control Specialist	\$170.00
Document Control Support	Document Control Support	\$120.00
Drafter 4	CAD & Drafting	\$195.00
Drafter 3	CAD & Drafting	\$165.00
Drafter 2	CAD & Drafting	\$135.00

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.

PRIME TEAM MEMBERS

Prime: 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.
Drafter 1	CAD & Drafting	\$105.00
Electrical Engineer 4	Electrical and Systems Engineering	\$305.00
Electrical Engineer 3	Electrical and Systems Engineering	\$265.00
Electrical Engineer 2	Electrical and Systems Engineering	\$225.00
Electrical Engineer 1	Electrical and Systems Engineering	\$195.00
Electrical Inspector 3	Electrical Field Inspections	\$160.00
Electrical Inspector 2	Electrical Field Inspections	\$140.00
Electrical Inspector 1	Electrical Field Inspections	\$120.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$330.00
ITS/Traffic Engineer 5	Traffic and ITS Design and Analysis	\$295.00
ITS/Traffic Engineer 4	Traffic and ITS Design and Analysis	\$255.00
ITS/Traffic Engineer 3	Traffic and ITS Design and Analysis	\$220.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$190.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$155.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$350.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$310.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$255.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$210.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$165.00
Chief Estimator	Estimating	\$340.00
Estimator 4	Estimating	\$300.00

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.

PRIME TEAM MEMBERS

Prime: 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.
Estimator 3	Estimating	\$265.00
Estimator 2	Estimating	\$230.00
Estimator 1	Estimating	\$200.00
Program Manager 3	Program Management Functions	\$460.00
Program Manager 2	Program Management Functions	\$400.00
Program Manager 1	Program Management Functions	\$345.00
Project Manager Senior	Project Management Functions	\$350.00
Project Manager 3	Project Management Functions	\$300.00
Project Manager 2	Project Management Functions	\$250.00
Project Manager 1	Project Management Functions	\$215.00
Assistant Project Manager	Project Management Functions	\$165.00
Utility Coordinator Lead	Utility Coordination	\$230.00
Utility Coordinator 4	Utility Coordination	\$205.00
Utility Coordinator 3	Utility Coordination	\$185.00
Utility Coordinator 2	Utility Coordination	\$165.00
Utility Coordinator 1	Utility Coordination	\$150.00
Project Engineer Senior	Project Engineering Functions	\$220.00
Project Engineer 4	Project Engineering Functions	\$205.00
Project Engineer 3	Project Engineering Functions	\$190.00
Project Engineer 2	Project Engineering Functions	\$175.00
Project Engineer 1	Project Engineering Functions	\$155.00

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

Prime: 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

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

SUB TEAM MEMBERS

Sub: Clarus Insights 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.
Cost Analyst 1		135.00
Cost Analyst 2		165.00
Cost Analyst 3		195.00
Project Scheduler 1		150.00
Project Scheduler 2		185.00
Project Scheduler 3		230.00
Project Controls Specialist 1		140.00
Project Controls Specialist 2		215.00
Project Controls Specialist 3		240.00
Project Controls Manager 1		220.00
Project Controls Manager 2		245.00
Project Controls Manager 3		265.00

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: Clarus Insights LLC _____

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Egis BLN USA 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 Assistant	Word processing associated with project documents, facilitating meetings, preparation of meeting minutes and agendas, distributing correspondence, etc.	\$185.00
CAD Technician	Completion of CAD oriented tasks, including roadway layout/design, plan annotation, detail prep, minor technical calculations, compiling quantities, plan preparation, etc.	\$179.00
Department Manager	Commitment of department resources to project, contract review/execution, review of plans and other project documents, principal-level oversight/guidance, etc.	\$358.00
Engineer Intern	Draftsperson, performs basic engineering tasks, field data	\$158.00
Environmental Analyst	Assesses and mitigates environmental aspects of project, ensures compliance	\$163.00
Office Intern	Provides general project support to project	\$88.00
Office Manager	Commitment of office and company-wide resources to the project, contract review/ execution, principal-level review of plans and other project documents, etc.	\$358.00
Principal in Charge	Oversees project, lead high-level decisions, manage relationships	\$358.00
Project Coordinator	Facilitate communication, support project manager	\$152.00
Project Engineer	Discipline Leader, responsible for management of day-to-day design tasks, scheduling team assignments, providing design guidance, oversight of production of project documents, etc.	\$239.00
Project Manager	Management of day-to-day tasks, scheduling manpower, managing project schedule, invoicing, provide guidance to design team leads, QA/QC, etc.	\$320.00
R/W Services Technician	Handles all necessary R/W aspects of project	\$196.00
RPR	Coordinate with contractors and engineers, monitor construction activities	\$174.00
Senior Env. Analyst	Assesses and mitigates environmental aspects of project, ensures compliance	\$288.00
Senior Project Coordinator	Facilitate communication, support project manager	\$320.00
Senior Project Engineer	Design Team Leader, responsible for management of day-to-day design tasks, scheduling design team assignments, providing design guidance, oversight of production of project documents, etc.	\$271.00
Senior Project Manager	Management of day-to-day project-level tasks, managing project schedule, invoicing, provide guidance to design team leads, QA/QC, etc.	\$325.00
Senior Technical Advisor	Support project through SME, provide guidance, and make informed decisions	\$342.00

SUB TEAM MEMBERS

Technical Advisor	Support project through SME, provide guidance, and make informed decisions	\$288.00
Legal/Contracts	Executive/contract oversight	\$250.00
Administration Assistant	Word processing associated with project documents, facilitating meetings, preparation of meeting minutes and agendas, distributing correspondence, etc.	\$185.00

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: Egis BLN USA Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.2</u> / each
Copies (8 1/2 x 14")	\$ <u>0.4</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

REIMBURSABLE EXPENSES

Sub: GBSM, Inc.

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

Actual Costs

Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Red-line copies

Reproducibles

Charge Rate

\$ N/A / each

\$ N/A / each

\$ N/A / S.F.

\$ N/A / page

SUB TEAM MEMBERS

Sub: Hg Consult, Inc. _____

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

Title/Classification	Responsibilities	Rate/Hr.
Engineer VP	Responsible for a segment, discipline, business unit, geographic region, or project type. Typically has a bachelor's or master's degree, PE certification, and 12+ years of management-level experience.	\$351.73
Engineer Manager	Has on-site responsibility for day-to-day operations of a firm office or group. Responsibilities include divisional marketing, human resources (HR), and project production. Typically has a bachelor's or master's degree and 10+ years management experience. Requires a PE certification.	\$285.77
Engineer IV	PE with full responsibility for large, complex projects or a number of large projects. Has project management duties. Typically has a bachelor's or master's degree and 19+ years of experience. Requires a PE certification.	\$256.03
Engineer III	PE with major responsibility for technical performance on medium to large projects or multiple projects. Supervises other PEs, and may have project management duties. Typically has a bachelor's or master's degree and 14-18 years of experience. Requires a PE certification.	\$206.41
Engineer II	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects. May have some supervisory duties or work more independently. Typically has a bachelor's or master's degree and 9-13 years of experience. Requires a PE certification.	\$191.59
Engineer I	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects. May have some supervisory duties or work more independently. Typically has a bachelor's or master's degree and 6-10 years of experience. Requires a PE certification.	\$176.77
Planning Manager	Has on-site responsibility for day-to-day operations of a firm office or group. Works independently and has supervisory responsibilities. Works on large/complex projects. Has bachelor's degree and certification with 10+ years of management-level experience.	\$338.22
Planner III	Works independently and/or has supervisory responsibilities. Works on planning aspects of large/complex projects. Has bachelor's degree and certification with 11+ years of experience.	\$259.69
Planner II	Develops scope and cost estimates, and manages budgets and schedules. Performs planning tasks and analyses. May lead small teams. May have a bachelor's degree or certification and 6-10 years of experience.	\$221.40
Planner I	Develops scope and cost estimates, and manages budgets and schedules. Performs planning tasks and analyses. May have a bachelor's degree or certification and 0-5 years of experience.	\$129.31
Civil Designer/CADD	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 10+ years of experience.	\$178.21
Finance/Controls Manager	Responsible for the organization's financial information and administration. Supervises accounting, budgeting, and payroll functions. May be a strategic/tactical manager. Reports to CFO. Typically has a bachelor's degree or higher with 7+ years of experience.	\$266.56
Controls Analyst	Analyzes past and present financial data of organization and estimates future revenues and expenditures, applying principles of finance. Aids organization with financial and control functions, such as assessing, auditing, planning, budgeting, cost control, and project control. Typically has an associate or bachelor's degree with 1+ years of experience.	\$211.19

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.10

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REIMBURSABLE EXPENSES

Sub: Hg Consult, Inc. _____

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u> 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: Infrastructure Strategies LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Advisor	Executive and strategic advisory services	\$415/Hr.
Sr. Advisor	Director level strategy & advisory services	\$375/Hr.
Advisor	Manages day-to-day strategy approach	\$325/Hr.
Sr. Program Manager	Senior program leader, directs all elements of the program	\$400/Hr.
Program Manager	Program leader supporting program implementation	\$340/Hr.
Sr Project Manager	Senior project leader, directs all elements of the project	\$310/Hr.
Project Manager	Project leader supporting project execution	\$270/Hr.
Assistant Project Mgr.	Supports Project Manager with project execution	\$230/Hr.
Project Coordinator	Coordinates day-to-day project execution	\$170/Hr.
Project Assistant	Administrative support to projects	\$115/Hr.

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REIMBURSABLE EXPENSES

Sub: Infrastructure Strategies, LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>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: Karsh Hagan 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.
Account Management & Project Management	Account Supervision	\$225
	Account Manager	\$190
	Project Manager	\$185
Media & Integrated Communications	Media Supervision	\$225
	Media Planning/Buying	\$190
	Media Coordination	\$150
	Business Intelligence Manager	\$225
Creative	Executive Creative Direction	\$275
	Creative Supervision	\$225
	Copywriting	\$190
	Art Direction/Graphic Design	\$190
Integrated Production	Integrated Producer	\$200
Video/Photo Services	Videography	\$225
	Video Editing	\$190
Creative Support Services	Studio Mechanicals	\$175
	Digital Programming	\$175

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REIMBURSABLE EXPENSES

Sub: Karsh Hagan LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>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: Leadline Project Management, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Program leadership, advisory, oversight	414.00
Program Manager 3	Program management functions	\$378.00
Program Manager 2	Program management functions	\$360.00
Program Manager 1	Program management functions	\$315.00
Project Manager 3	Project management functions	\$270.00
Project Manager 2	Project management functions	\$225.00
Project Manager 1	Project management functions	\$195.00
Project Coordinator	Project management functions	\$150.00
Document Controls Specialist 3	Document control functions	\$225.00
Document Controls Specialist 2	Document control functions	\$189.00
Document Controls Specialist 1	Document control functions	\$153.00
Document Control Support	Document control functions	\$108.00
Project Controls 2	Scheduling, estimating, contract admin	\$225.00
Project Controls 1	Scheduling, estimating, contract admin	\$189.00
Project Controls Support	Scheduling, estimating, contract admin	\$108.00
Executive Admin. Support	Executive administration and clerical support	\$120.00
Admin. Support 2	Administration and clerical support	\$100.00
Admin. Support 1	Administration and clerical support	\$81.00

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: Leadline Project Management, LLC

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Livable Cities Studio

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

Title/Classification	Responsibilities	Rate/Hr.
Principal 7	Responsible for strategic direction, vision and overall leadership for the company. Company executive	\$300
Principal 6	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$275
Principal 5	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$250
Principal 4	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$225
Principal 3	Responsible for strategic direction and company vision. A senior officer of the company; Project leadership. Extensive knowledge of design practices.	\$200
Principal 2	A senior officer of the company; Lead project and development of content. Extensive knowledge of design practices	\$180
Principal 1	A senior officer of the company; Lead project and development of content. Lead project and development of content, complex project management.	\$160
Senior Designer 5	Lead design and experienced project management. Develops scopes and budgets. Provides day-to-day technical management.	\$190
Senior Designer 4	Lead design and experienced project management. Develops scopes and budgets. Provides day-to-day technical management.	\$175
Senior Designer 3	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$165
Senior Designer 2	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$155
Senior Designer 1	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$145
Designer 7	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$150
Designer 6	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$140
Designer 5	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$130
Designer 4	Project management. Development and advancement of design con-tent.	\$115
Designer 3	Some project management, design production and technical design resolution.	\$100
Designer 2	Design production. Research and design production.	\$90
Designer 1	Performs design production work directed by mid and senior level staff.	\$80
Administrative Support	Provides a wide variety of administrative and staff support services.	\$100
Intern	Students in a design discipline who assists with project development under the direction of design professional.	\$75

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REIMBURSABLE EXPENSES

Sub: Livable Cities Studio

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub: The Loughran Group, LLC (M/WBE, SBE, EBE, ACDBE Certified)

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.15</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>2.00</u> / page

SUB TEAM MEMBERS

Sub: Parsons Transportation Group Inc. (Parsons)

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.

Titles/Classifications	Responsibilities	Rate/Hr.
Administrative Assistant	Administration	\$116.00
Architect	Architecture	\$142.00
Associate Engineer - Civil	Civil Design	\$111.00
Associate Engineer - Structural	Structural Design	\$132.00
Associate Landscape Architect	Landscape Architecture	\$102.00
CADD Manager	Design Support Oversight	\$269.00
Construction Engineer	Construction Inspection	\$130.00
Construction Inspector	Construction Inspection	\$139.00
Construction Manager	Construction Inspection Oversight	\$331.00
Deputy Program Director	Program Direction and Management	\$245.00
Discipline Lead (Civil)	Civil Design Lead	\$304.00
Discipline Lead (Environmental)	Environmental Planning Lead	\$247.00
Discipline Lead (Structures)	Structural Design Lead	\$307.00
Engineer I - Civil	Civil Design	\$128.00
Engineer I - Structural	Structural Design	\$130.00
Engineer II - Civil	Civil Design	\$165.00
Engineer II - Structural	Structural Design	\$169.00
Environmental Planner I	Environmental Planning	\$147.00
Landscape Architect I	Landscape Architecture	\$143.00
Landscape Architect II	Landscape Architecture	\$182.00
Landscape Architect Manager	Landscape Architecture Oversight	\$237.00
Principal CADD Designer	Design Support	\$165.00
Principal Engineer	Civil/Structural Design	\$201.00
Principal Landscape Architect	Landscape Architecture	\$211.00
Principal Project Manager	Project Oversight	\$394.00
Program Director	Program Direction and Management	\$464.00
Project Controls	Scheduling Support	\$134.00
Project Manager	Project Oversight	\$265.00
Quality Manager	Quality Assurance	\$237.00
Senior Administrative Assistant	Administration	\$131.00
Senior Construction Inspector	Construction Inspection	\$192.00
Senior Engineer	Civil/Structural Design	\$175.00
Senior Project Engineer	Project Oversight	\$269.00
Senior Project Manager	Project Oversight	\$334.00
SME - Innovative Contracting	Innovative Contracting	\$448.00
SME - Program Management Advisor	Program Management	\$442.00
SME - Risk Management	Risk Management	\$517.00
Structural Manager	Project Oversight	\$236.00
Subject Matter Expert (SME) - Claims	Claims Expertise	\$448.00
Technical Writer	Technical Writing/Editing Support	\$142.00

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: Parsons Transportation Group Inc. (Parsons)

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>0.00</u> / each
Copies (8 1/2 x 14")	\$ <u>0.00</u> / each
Red-line copies	\$ <u>0.00</u> / each
Reproducibles	\$ <u>0.00</u> / each

SUB TEAM MEMBERS

Sub: Peak Consulting Group, LLC

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

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

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

REIMBURSABLE EXPENSES

Sub: Peak Consulting Group, LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.20</u> / each
Copies (8 1/2 x 14")	\$ <u>0.27</u> / each
Red-line copies	\$ <u>NA</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

REIMBURSABLE EXPENSES

Sub: PMA Consultants LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>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: RockSol Consulting Group, 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.
Senior Project Manager	Oversee project; manage RockSol services	\$316.80
Project Manager II	Oversee projects	\$253.53
Project Manager I	Oversee projects	\$222.65
Senior Transportation Engineer	Oversee projects	\$281.79
Senior Project Engineer	Provide guidance on projects, manage junior engineers	\$255.18
Staff Engineer III	Develop design, conduct field inspections	\$217.95
Staff Engineer II	Develop design, conduct field inspections	\$200.32
Staff Engineer I	Develop design, conduct field inspections	\$178.85
Engineer-in-Training III	Develop transportation design, conduct field inspections	\$166.25
Engineer-in-Training II	Develop transportation design, conduct field inspections	\$141.61
Engineer-in-Training I	Develop transportation design, conduct field inspections	\$126.87
Engineering Student Intern	Train in field and design units	\$82.52
Construction Manager/Inspector IV	Provide construction management and inspection services	\$217.40
Construction Manager/Inspector III	Provide construction management and inspection services	\$191.30
Construction Manager/Inspector II	Provide construction management and inspection services	\$152.13
Construction Manager/Inspector I	Provide construction management and inspection services	\$113.10
Technician IV	Oversee laboratory and field materials testing	\$168.53
Technician III	Provide materials testing services	\$138.89
Technician II	Provide materials testing services	\$114.76
Technician I	Provide materials testing services	\$95.41

Graphic Designer/Drone Operator	Develop graphic work for public involvement/stakeholder materials	\$139.85
Project Control/Admin	Provide accounting/invoicing services	\$128.07

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: RockSol Consulting Group, Inc.

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub: Service First Permits

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>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: **Shrewsberry & Associates, 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.
Engineer 10	Principal Project Manager / Engineer	\$ 459.37
Engineer 8	Senior Project Manager / Engineer	\$ 331.98
Engineer 7	Senior Project Manager / Engineer	\$ 297.52
Engineer 6	Mid-Level Project Manager / Engineer	\$ 261.01
Engineer 5	Mid-Level Project Manager / Engineer	\$ 231.04
Engineer 4	Mid-Level Project Manager / Engineer	\$ 202.09
Engineer 3	Junior Project Manager / Engineer	\$ 182.69
Engineer 2	Junior Project Manager / Engineer	\$ 160.94
Engineer 1	Entry-Level Project Manager / Engineer	\$ 132.24
Inspector 7	Manager / Senior Inspector	\$ 220.94
Inspector 5	Senior Inspector	\$ 199.48
Inspector 4	Mid-Level Inspector	\$ 174.01
Inspector 2	Junior Inspector	\$ 127.86
Inspector 1	Entry-Level Inspector	\$ 115.70
Administration 8	Manager / Senior Admin	\$ 251.74
Administration 7	Senior Admin	\$ 175.20
Administration 4	Mid-Level Admin	\$ 147.55
Administration 2	Junior Admin	\$ 110.92
Administration 1	Entry-Level Admin	\$ 94.10

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: Shrewsberry & Associates, LLC

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City.

Actual Costs

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

SUB TEAM MEMBERS

Sub: Vestra Strategies 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.
Multicultural Outreach Lead	Oversees the design and execution of community engagement strategies, ensuring outreach efforts are inclusive, equitable, and culturally informed. They build and maintain partnerships with key community stakeholders, provide strategic direction to the outreach team, and monitor engagement outcomes to ensure project objectives are met.	\$145
Multicultural Communication Lead	Directs the development of culturally relevant messaging and materials across multiple platforms. They ensure communications align with community values and project goals, manage media and public relations strategies, and collaborate with the outreach team to strengthen visibility and trust among diverse audiences.	\$145
Senior Associate	Supports the development and implementation of outreach and communications strategies focused on engaging diverse communities. They lead stakeholder coordination, ensure messaging is culturally and linguistically appropriate, and provide guidance to the project team to maintain alignment with client goals.	\$95
Associate	Assists with day-to-day outreach, communication, and engagement activities, including research, content development, and community coordination. They help execute culturally responsive strategies and support data tracking, reporting, and logistical tasks to ensure effective project delivery.	\$55

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: Vestra Strategies LLC

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

Actual Costs

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

Firm Name: WSP USA Inc. ____

Title/Classification	Responsibilities	Rate/Hr.
Engineer In Training	EIT with 0 - 4 years of experience, responsible for specific design elements and routine calculations.	\$106
Assistant Engineer	EIT with 2 - 5 years of experience, responsible for specific design elements and routine calculations.	\$120
Engineer I	EIT with 3 - 8 years of experience, responsible for specific design elements and routine calculations.	\$132
Engineer II	Professional Engineer/EIT with 4 - 8 years of experience, responsible for specific design elements and	\$173
Senior Engineer	Professional engineer with 5 - 15 years experience, acts as a task manager/leads specific design elements.	\$187
Lead Engineer	Professional Engineer with technical expertise in a specific discipline, 10 - 20 years of experience.	\$226
Principal Engineer	Professional Engineer with technical expertise in a specific discipline, 15 - 20 years of experience.	\$261
Senior Principal Engineer	Professional Engineer with technical expertise in a specific discipline, 20+ years of experience.	\$324
Engineering Manager	Professional Engineer with 15 - 20 years of experience, leads engineering team.	\$287
Senior Engineering Manager	Professional Engineer with 20+ years of experience, leads engineering team.	\$312
Sr. Project Manager	Project management, team coordination, project coordination including site, utility, partner/agency	\$321
Project Manager	Project management, team coordination, project coordination including site, utility, partner/agency	\$251
Sr. Program Manager	Program oversight reserved for senior executive management on an as- needed basis	\$294
Program Manager	Project management, team coordination, project coordination including site, utility, partner/agency	\$282
Associate Consultant I	Entry level Consultant with 0-1 yr experience	\$104
Associate Consultant II	Entry level Consultant with 1-2 yrs experience	\$125
Associate Consultant III	Entry level Consultant with 2-3 yrs experience	\$134
Consultant I	Consultant with 3-4 yrs experience	\$149
Consultant II	Consultant with 4-5 yrs experience	\$169
Consultant III	Consultant with 6-7 yrs experience	\$209
Principal Consultant I	Consultant with 8-10 yrs experience	\$288
Principal Consultant II	Consultant with 10-15 yrs experience	\$320
Principal Consultant III	Consultant with 15+ yrs experience	\$371
Lead Financial Planner/Analyst	Financial Planner with 5+ years experience	\$182
Financial Planner Specialist	Financial Planner with 10+ years experience	\$300
Planner In Training	Entry level Planner with 0-1 yr experience	\$82
Assistant Planner	Entry level Planner with 2-3 yrs experience	\$108
Planner I	Planner with 3-4 yrs experience	\$126

Firm Name: WSP USA Inc. ____

Title/Classification	Responsibilities	Rate/Hr.
Planner II	Planner with 4-5 yrs experience	\$139
Senior Planner	Planner with 6-7 yrs experience	\$160
Lead Planner	Planner with 8-10 yrs experience	\$209
Supervising Planner	Planner with 8-10 yrs experience that manages others	\$250
Senior Supervising Planner	Managing Planner with +10 yrs experience	\$272
Senior Planning Manager	Managing Planner with +12 yrs experience	\$291
Planning Manager	Planner with +15 yrs experience that manages a department	\$312
Drafter I	Entry level Drafter with 0-1 yr experience	\$73
Drafter II	Entry level Drafter with 2-3 yrs experience	\$100
Senior Supervising Drafter	Drafter with +5 yrs experience that manages others	\$159
CADD Operator I	CADD Operator with 0-2 years experience	\$79
CADD Operator II	CADD Operator with 2-3 years experience	\$95
CADD Operator III	CADD Operator with 3-4 years experience	\$110
Senior CADD Operator I	CADD Operator with +5 years experience	\$136
Senior CADD Operator II	CADD Operator with +10 years experience	\$167
Senior CADD Operator III	CADD Operator with +15 years experience	\$171
CADD Designer I	CADD Designer with 0-2 years experience	\$85
CADD Designer II	CADD Designer with 2-3 years experience	\$98
CADD Designer III	CADD Designer with 3-4 years experience	\$110
Senior CADD Designer I	CADD Designer with +5 years experience	\$147
Senior CADD Designer II	CADD Designer with +10 years experience	\$152
Senior CADD Designer III	CADD Designer with +15 years experience	\$184
Supervising Designer	CADD Designer that supervises a team	\$168
CADD Supervisor I	CADD Designer that supervises a group	\$205
CADD Manager I	CADD Designer with +20 yrs experience that manages a group	\$216
CADD Manager II	CADD Designer with +25 yrs experience that manages a group	\$226
Assistant Technical Specialist	Entry level Technician with 0-2 yrs experience	\$102
Technical Specialist I	Technician with 2-3 yrs experience	\$133

Firm Name: WSP USA Inc. ____

Title/Classification	Responsibilities	Rate/Hr.
Technical Specialist II	Technician with 3-4 yrs experience	\$164
Technical Specialist III	Technician with 4-5 yrs experience	\$175
Supervising Technician	Technician with +5 yrs experience who supervises a group	\$159
Senior Technical Specialist	Technician with 5-10 yrs experience	\$210
Senior Principal Technical Specialist	Technician with +10 yrs experience	\$264
Technical Manager	Technician with +15 yrs experience	\$291
Senior Technical Manager	Technician with +20 yrs experience	\$314
Lead Scheduler	Scheduler with +5 yrs experience	\$226
Senior Supervising Scheduler	Scheduler with +10 yrs experience	\$337
Environmental Engineer I	Environmental Engineer with 0-5 yrs experience	\$134
Senior Environmental Engineer	Environmental Engineer with 5-7 yrs experience	\$166
Lead Environmental Engineer	Environmental Engineer with 7-10 yrs experience	\$202
Supervising Environmental Engineer	Environmental Engineer with +10 yrs experience	\$214
Senior Senior Supervising Environmental Engineer	Environmental Engineer with +15 yrs experience	\$243
Environmental Manager	Environmental Engineer with +20 yrs experience	\$312
Assistant Environmental Scientist	Entry level Enviro Scientist with 0-2 yrs experience	\$110
Environmental Scientist I	Enviro Scientist with 2-5 yrs experience	\$126
Environmental Scientist II	Enviro Scientist with 5-7 yrs experience	\$151
Senior Environmental Scientist	Enviro Scientist with 7-10 yrs experience	\$172
Lead Environmental Scientist	Enviro Scientist with +10 yrs experience	\$196
Supervising Environmental Scientist	Enviro Scientist with +15 yrs experience	\$214
Senior Senior Supervising Environmental Scientist	Enviro Scientist with +20 yrs experience	\$294
Geologist I	Geologist with 0-2 years experience	\$140
Geologist II	Geologist with 2-3 years experience	\$148
Lead Geologist	Geologist with 4-5 years experience	\$202
Supervising Geologist	Geologist with 5-10 years experience	\$243
Senior Supervising Geologist	Geologist with +10 years experience	\$304
Supervising Archaeologist	Archaeologist with 5-10 years experience	\$225

Firm Name: WSP USA Inc. ____

Title/Classification	Responsibilities	Rate/Hr.
Construction Coordinator	Performs on-site observation and monitors and documents work procedures, 0 - 5 years experience	\$104
Sr Construction Coordinator	Performs on-site observation and monitors and documents work procedures, 5 - 10 years experience	\$144
Supervising Construction Coordinator	Performs on-site observation and monitors and documents work procedures, 10 - 15 years experience	\$153
Senior Supervising Construction Coordinator	Oversees construction projects, reviews and prepares progress reports and is responsible for documentation	\$184
Construction Service Manager	Oversees construction programs, reviews overall project progress reports and maintain client relations, 20+ years	\$519
Assistant Architect	Entry level Architect with 0-2 yrs experience	\$116
Architect I	Architect with 3-4 yrs experience	\$122
Architect II	Architect with 4-5 yrs experience	\$136
Senior Architect	Architect with 5-6 yrs experience	\$176
Lead Architect	Architect with 6-8 yrs experience	\$220
Supervising Architect	Architect with 8-10 yrs experience	\$243
Senior Supervising Architect	Architect with +10 yrs experience	\$333
Senior Architectural Manager	Architect with +15 yrs experience	\$356
Inspector I	Inspector with 3-4 yrs experience	\$100
Inspector II	Inspector with 4-5 yrs experience	\$118
Senior Inspector	Inspector with 6-8 yrs experience	\$139
Supervising Inspector	Inspector with 8-10 yrs experience	\$157
Senior Supervising Inspector	Inspector with +10 yrs experience	\$188
Principal Supervising Inspector	Inspector with +15 yrs experience	\$224
Supervising Surveyor	Surveyor with 8-10 yrs experience	\$184
Senior Estimator	Estimator with 6-8 yrs experience	\$188
Supervising Estimator	Estimator with 8-10 yrs experience	\$239
Senior Supervising Estimator	Estimator with +10 yrs experience	\$340
Admin Assistant I	Entry level Admin Support with 0-2 yrs experience	\$82
Admin Assistant II	Admin Support with 2-5 yrs experience	\$104
Admin Manager I	Admin Manager with +5 yrs experience	\$114
Admin Manager II	Admin Manager with +10 yrs experience	\$133
Contract Admin I	Contract Admin with 0-5 yrs experience	\$137

Firm Name: WSP USA Inc. ____

Title/Classification	Responsibilities	Rate/Hr.
Contract Admin II	Contract Admin with 5-10 yrs experience	\$178
Contract Admin III	Contract Admin with 10-20 yrs experience	\$237
Project Accountant I	Project Accountant with 0-2 yrs experience	\$113
Project Accountant II	Project Accountant with 2-4 yrs experience	\$125
Project Accountant III	Project Accountant with +5 yrs experience	\$139
Senior Project Accountant	Project Accountant with +10 yrs experience	\$157
Project Accounting Manager	Project Accounting Manager with +11 yrs experience	\$184
Principal	Manages office staff with +10 yrs experience	\$363
Document Control Coordinator	Oversees the identification, collection and management of	\$112
Project Controls Specialist	Plans, executes, and finalizes the operation of sections of a project and ensures budgets and deadlines are met	\$163
Senior Project Controls Specialist	Plans, executes, and finalizes the operation of sections of a project and ensures budgets and deadlines are met	\$227
Senior Project Controls Manager	Plans, executes, and finalizes the operation of sections of a project and ensures budgets and deadlines are met	\$320
Computer Graphics Specialist	Required to meet identified business needs. Responsible for prototype, design, and build graphic user interfaces	\$151
Senior Lead Computer Graphics Specialist	Specializes in designing and architecting computer graphics and user interfaces for systems in place on the	\$188
Computer Operations Manager	Oversees the day-to-day operations of the computer equipment and applications and manager technical	\$224
Computer Systems Specialist	Ensures the stability, integrity, and efficient operation of the in- house information systems that support core	\$262
Senior Manager of Systems Applications	Provides both remote and on-site client services, management overview of remote and local Systems	\$269
HTML Developer	Coding services for web page development	\$148
UI/UX Web Graphic Designer	Develops responsive web-based deliverables	\$159
Design Visulation Specialist	3d modeling, rendering and animation	\$163
Sr. Design Visulation Specialist	3d modeling, rendering and animation	\$360
Software Engineer	Software engineering and program for front-end software tools	\$214
Risk Analyst	Responsible for identifying, assessing, and mitigating potential risks that could impact an orgs operations and	\$223
Financial Analyst	Analyzes past and present financial data of organization and estimates future revenues and expenditures,	\$130
Public Involvement	Responsible for fostering communication and engagement between an organization and the	\$163
Quality Control	Ensures products or services meet established quality standards and specifications.	\$208

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.621

REIMBURSABLE EXPENSES

Sub: WSP USA Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u> </u> \$0.26 <u> </u> / each
Copies (8 1/2 x 14")	\$ <u> </u> \$0.36 <u> </u> / each
Red-line copies	\$ <u> </u> \$0.00 <u> </u> / S.F.
Reproducibles	\$ <u> </u> \$0.00 <u> </u> / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Yeh and Associates, Inc.

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

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

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

REIMBURSABLE EXPENSES

Sub-Consultant: Yeh and Associates, Inc.

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

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

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub: ZANN 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")	\$.10 / each
Copies (8 1/2 x 14")	\$ N/A / each
Red-line copies	\$ N/A / S.F.
Reproducibles	\$ N/A / page

Exhibit C

Consultant's Key Personnel

Organizational Chart

Legend

-  Key Staff
-  Triunity, Inc. (T)
-  Clarus Insights, LLC (C)
-  Egis (E)
-  Hg Consult (H)
-  GBSM (G)
-  Infrastructure Strategies, LLC (IS)
-  Karsh Hagan (K)
-  Leadline (LL)
-  Livable Cities Studio (LC)
-  The Loughran Group (LG)
-  Parsons Transportation Group (P)
-  Peak Consulting Group (PK)
-  PMA Consultants, LLC (PM)
-  RockSol Consulting Group (R)
-  Service First Permits (S)
-  Shrewsbury & Associates (SB)
-  Vestra Communications (V)
-  WSP (W)
-  Yeh & Associates (Y)
-  Zann, Inc. (Z)



Department of Finance

Program Manager

Principal-in-Charge

Danielle Smith, PE (T)

Program Manager

 Stephanie Reed (T) 

Program Advisory

Adam Phipps (IS) Mike Unger (P)
 David Nemovitz (IS) Natalie Stiffler (W)
Advisory staff available as needed

Program Integration Manager (Portfolio)

 Amanda Cole, PMP (LL) 

Quality

Tysheina Roberts (P)

Value Add

- | | |
|---|--|
| Energy Rebate
Mark Opelka (E) | Claims Support
Mike Brown, PMP (PM) |
| Alternative Funding Agreements
Liz Neeley (W) | Value Engineering/Peer Reviews
Mike Kuyper, PE (T) |
| Grants
Mike Nillson (T)
Liz Neeley (W) | Bond SME
Rob Collins, PE, LEED AP (PM) |
| Site Safety & Security
Jeffrey Kay, PE (T) | PBIO Advisory
Mike Burns, PE, PgPM, DBIA (T) |
| Permit Expeditor
Kevin Ritter (S) | Alternative Delivery
Mark Gosselin, PE (R) |
| ADA Compliance
Nate Will (H)
Michaela Esposito, PE (H) | Administration
Leadline Support Staff |

Additional value add staff available as needed

Controls Manager

 John Harwell, PE (T) 

Portfolio Delivery Manager

 Matt Olley, PLS (T) 

Communications Manager

 Emma Devine (G) 

Document Control & Program Compliance

 Angela Hamill (T) 

Technology

 David Flores (C) 

Program & Project Controls and Technology Support

Budget/Cost Management
Andrew Kean, CPE (T)

Compliance Funding
Liz Neeley (W)

MWBE Collaboration
Suzanne Arkle (Z)

Scheduling
Steven Clevenger (T)
Dale Kochevar, PE (T)

Estimating
Rob Randolph, PE (P)
Dean Lee (T)
Jill Leslie (T)

Support staff available as needed

Program Support Services

Risk Management
Sean VonFeldt, PMP (T)

Utility Coordination
Kurt Snitker, PE (T)

Constructability Reviews
Jeffrey Meyer, PE (T)

Railroad Coordination
Jeffrey Kay, PE (T)

ROW/Acquisition
Ken Fleetwood (E)

IGA/Agreements
Jeffrey Kay, PE (T)

Support staff available as needed

Project Delivery Services

Transportation & Mobility
Stephan Verberne (T)
Jeff Meyer, PE (T)
Charlie Stanfield, AICP (W)
Paige Cureton, AICP (W)
Noreen Walsh (LL)
Nick D'Apolito (T)
Albert Herrera (P)
Kacie Patterson (P)

Structures & Bridges
Tony Gargaro, PE, PMP (SB)
Franco Peters (P)
Stephen Fussnecker, PE (H)
Brandon Zhou (E)

Parks & Recreation
Meredith Wenskoski, PLA, LEED AP, CDT (LC)
Todd Wenskoski, PLA, LEED AP, CDT (LC)
Margo Josephs (LL)

Housing & Sheltering, Health & Human Services
Natriece Bryant (W)

Materials Testing
Dean Semus (Y)

Planning
Ryan Mulligan (P)

Facilities & Libraries
Natriece Bryant (W)
Mark Montgomery (W)
Jeff Scherlis (T)
Sarah Keathley (T)

Construction Management
Jim Zufall, PE (R)
Alex Comeaux, PE (R)
Stuart Hackett (SB)
Nick D'Apolito (T)
Colby Childs, PMP (T)

Construction Inspection
Austin Shaffer (T)
Jarred Manners (T)
Irving Sanchez (T)
Darren Sun (T)

Construction Inspection
Jonathan Rogers (T)
Reggie Bennett (R)
Matt Suppes (R)
Kevin O'Connell (R)

Construction Inspection
Joshua Bartleson, CWI (SB)
Joseph Vigil, CWI (SB)
Stuart Hackett, CWI (SB)

Environmental Assessment
Mandy Whorton (PK)
Colleen Kirby Roberts, AICP (PK)

Environmental Assessment
Mandy Whorton (PK)
Colleen Kirby Roberts, AICP (PK)

Environmental Assessment
Mandy Whorton (PK)
Colleen Kirby Roberts, AICP (PK)

Support staff available as needed

Communications Support

Communications Advisor
Andy Mountain (G)

Communications Support
Janine Haan (G)

Project Communications
Marcy Loughran (LG)
Summer Westbooks (LG)

Multicultural Communications
Jesus Sanchez (V)
Christian Jimenez (V)
Angelica Rodriguez (V)
Kevin Vargas (V)

Branding, Web, Visual Design
Tracy Broderick (K)
Melissa Pert (K)
Camille Ziccardi (K)

Support staff available as needed

Denver Team, Denver Delivery

All team members shown on this organizational chart are based in Denver, bringing real-time responsiveness, trusted relationships with City staff, and a shared commitment to delivering for our hometown. Our local presence ensures decisions are made here, collaboration happens quickly, and every action reflects the City's priorities and pace.

Key Personnel Biographical Data



STEPHANIE REED Program Manager

Stephanie Reed is a program and project management executive with over 17 years of experience delivering complex capital programs across the public and private sectors. She began her career with Hensel Phelps and Turner Construction, gaining hands-on expertise in structural concrete, utilities, and secure facilities for federal and state clients.

At the City and County of Denver, Stephanie advanced to Program Director for the \$765 million National Western Center Redevelopment Program, leading a 52-member matrixed City and consultant team to deliver two major vertical facilities and a complete rebuild of horizontal infrastructure across 180 acres. She successfully aligned an \$856 million scope with \$765 million in funding, negotiated key agreements, and implemented tools such as Procore and Active Risk Management (ARM). She also launched the City's first pilot workforce and small-business programs that advanced equity goals and expanded local opportunity.

At Amazon's Global Engineering, Maintenance & Sustainability (GEMS) organization, Stephanie established the company's first Construction Retrofit, Expansion, and Initiative (REI) program—governing 532 projects totaling more than \$1 billion—and now leads a 27-person Execution Planning team overseeing estimating, technology, data analytics, and construction delivery planning for Amazon's North American facilities network. Under her leadership, Amazon has deployed scalable delivery processes and generative AI tools that improved efficiency by over 15%.

Stephanie's career, from contractor to City Program Director to Fortune 100 leadership, gives her a unique ability to bridge public- and private-sector delivery models, bringing innovation, discipline, and foresight to every program she leads.

Project Experience

- »City and County of Denver National Western Center Redevelopment Program, Denver, CO, Program Director (Construction)
- »Amazon North American Design & Construction (NA D&C) Execution Planning, North America, Execution Planning Leader
- »Amazon North American Customer Fulfillment (NACF) Retrofit, Expansion, and Initiative (REI) Program, North America, Senior Program Manager



JOHN HARWELL, PE Controls Manager

John Harwell is a registered Professional Engineer with more than 30 years of experience in project controls, program and construction management, land development, and environmental engineering. He specializes in establishing and managing project controls for large, complex infrastructure programs, with expertise in Budget/Cost Management, estimating, scheduling, risk and change management, and performance reporting.

John's experience includes serving as Project Controls Manager for major public infrastructure efforts such as Denver Water's \$520 million Northwater Treatment Plant, RTD's \$5.5 billion FasTracks Program, and the \$500 million Denver Union Station Redevelopment. His work has encompassed all phases of delivery, from cost and schedule development through change management, contract administration, and financial reporting.

Project Experience

- »Denver Water Northwater Treatment Plant, Denver, CO, Project Controls Manager/Cost Engineer
- »RTD FasTracks Program, Denver, CO, Program Controls Manager
- »RTD Denver Union Station, Denver, CO, Project Controls Manager

Why Stephanie?

17 Years of Experience

100% Available

- ✔ Brings public-private program delivery experience to ensure efficient, accountable bond execution.
- ✔ Extensive knowledge of Denver's capital delivery and compliance processes. Leverages large-scale program leadership experience to integrate teams, optimize delivery across a diverse portfolio of projects, and achieve accelerated delivery.
- ✔ Experience combines field-based construction knowledge, a deep understanding of City's governance and compliance requirements, and proven success scaling global capital program planning and delivery.

Why John?

30 Years of Experience

100% Available

- ✔ Brings 30+ years of program controls expertise across transportation, water, and civil infrastructure.
- ✔ Proven success leading cost, schedule, and risk management for major Denver programs including FasTracks and the Northwater Treatment Plant.
- ✔ Builds data-driven controls frameworks that strengthen accountability, transparency, and decision-making.

Why Emma?

8 Years of Experience

100% Available

- ✔ Over eight years of strategic communications experience translating complex infrastructure initiatives into clear, audience-focused messaging.
- ✔ Embedded in Denver projects, ensuring seamless coordination with City teams and proactive stakeholder engagement.
- ✔ Fosters public trust and understanding through creative outreach campaigns for high-profile Denver projects.



EMMA DEVINE
Communications Manager

Emma Devine is a strategic communicator with more than eight years of experience in public affairs, media relations, and visual storytelling. She takes an audience-first, objective-driven approach to campaign development, setting measurable goals and tailoring strategies to reach diverse stakeholders. Emma has spent the last several years embedded in DOTI-led infrastructure projects, where she has managed day-to-day communications, developed public outreach materials, and led high-level engagement campaigns. As Communications Manager for the 16th Street Mall Revitalization Project, Emma oversaw strategic messaging and stakeholder outreach for one of Denver’s most iconic public spaces. Her additional work includes creative direction for the East Colfax BRT project and guiding outreach efforts for Denver’s One Water Plan.

Emma brings a strong foundation in public affairs, media relations, and digital communications, with a proven ability to develop creative, audience-focused strategies that drive results. Her experience managing day-to-day communications for high-profile infrastructure projects—particularly within DOTI—ensures a seamless integration with City teams and proactive stakeholder engagement. Emma’s ability to distill complex initiatives into compelling narratives will help build community trust and enhance public understanding of project goals.

Project Experience

- » CCD 16th Street Mall Revitalization Project, Denver, CO, Communications Manager
- » CCD East Colfax Avenue Bus Rapid Transit Project, Denver, CO, Communications Support
- » CCD Denver One Water Plan, Denver, CO, Communications Manager

Why Amanda?

13 Years of Experience

100% Available

- ✔ Delivers technically complex and multi-disciplinary programs with proven success in local government projects.
- ✔ Excels at stakeholder engagement and negotiation, keeping high-stakes initiatives on schedule and aligned with community priorities.
- ✔ Strengthens portfolio delivery through strategic oversight, risk mitigation, and coordination across diverse projects.



AMANDA COLE, PMP, MBA
Program Integration Manager (Portfolio)

Amanda Cole is a dedicated and seasoned government professional with years of experience on federal contracts and in local government. She foresaw the need and created Leadline to solve what governments face today: it’s harder and harder to solve community priorities with limited resources. Amanda excels at multi-disciplinary project management, decision-making facilitation, and stakeholder engagement with recurring clients including CDOT, the City of Boulder, the University of Colorado, and the Colorado Judicial Branch.

Amanda brings proven experience in technically complex, political, and multi-disciplinary program management. Her inclusion will strengthen the team’s ability to be efficient and effective in successfully managing Denver’s largest bond program.

Project Experience

- » University of Colorado CU South Annexation for the University, Boulder, CO, Program Manager
- » City of Boulder South Boulder Creek Flood Mitigation, Boulder, CO, Program Manager
- » City of Boulder Alpine-Balsam Redevelopment, Boulder, CO, Program Manager



MATT OLLEY, PLS
 Portfolio Delivery Manager

Matt Olley is an expert program and project management professional with more than 25 years of experience on delivering projects of all sizes, utilizing multiple delivery methods ranging from alternative delivery and standard delivery. Using his demonstrated skills and expertise in managing large, complex infrastructure projects and programs, Matt delivers successful projects and effective programs by building and maintaining strong relationships with owners, municipalities, agencies, utilities, railroads, and vendors that enable him to work effectively to coordinate and accomplish design and construction goals. In addition to his excellent communication and project management skills, Matt also brings in-depth working knowledge of the processes, procedures, and specifications of utility and railroad coordination for a wide range of agencies, stakeholders, and owners throughout Colorado and the Mountain West region, allowing for seamless coordination from day one.

Matt's skills include utility investigation and conflict analysis, one-on-one meetings with utility owners, evaluation of operating rights and managing design submittals. He is also accomplished at negotiating right-of-way transactions and licenses, as well as negotiating utility relocation agreements. He performs construction oversight for utility, civil, trackwork, and rail installations – which requires knowledge of and compliance with Colorado Department of Transportation (CDOT) standards and specifications on all Regional Transportation District (RTD) FasTracks projects as well as CDOT projects. Matt is also an experienced owner's representative with a proven record of helping ensure that contractor obligations are met. Throughout his career, Matt has saved owners millions of dollars by helping to determine the most cost-effective solution to each utility relocation and by keeping utility relocations off the critical path.

Project Experience

- »CCD DOTI 16th Street Mall Construction Oversight Services, Denver, CO, Project Manager
- »CCD National Western Center Redevelopment Program, Denver, CO, Project Manager
- »RTD FasTracks North Metro Rail Line, Denver, CO, Utilities Manager and Railroad Coordination



DAVID FLORES
 Technology

David is an experienced professional specializing in implementing fully integrated program controls. With eight years in large enterprise PMOs, David has developed a suite of skills and experience in developing, implementing, and managing program controls across a variety of programs and projects of all sizes. With an emphasis on data management and reporting, his expertise centers around monitoring and controlling schedules and budget, with a strong understanding of financial cost controls. He has a breadth of experience utilizing Primavera P6, data modeling, implementing processes to automate reporting, and facilitating organizational alignment with strategic goals.

Project Experience

- »WSDOT, Interstate Bridge Replacement Program, Vancouver, WA, Project Controls Specialist/ P6 Scheduler
- »City and County of Denver (DOTI) Program Management Division, Senior Cost Analyst
- »Denver International Airport, AIM Development Office, Project Controls Consultant

Why Matt?

25 Years of Experience

100% Available

- ✔ Over 25 years of program and project management experience on complex design-build and design-bid-build projects across Colorado.
- ✔ Expert in utility & railroad coordination, and ensuring compliance with state and local government standards to keep projects on schedule and budget.
- ✔ Achieved millions in client savings by negotiating utility relocations and optimizing project sequencing to prevent delays.

Why David?

12 Years of Experience

100% Available

- ✔ Brings 12+ years of experience implementing integrated program controls and financial reporting systems for large public infrastructure programs.
- ✔ Skilled in Primavera P6, Power BI, and PMIS platforms, integrating data systems to support accurate forecasting and executive insight.
- ✔ Develops enterprise reporting and cost management tools that improved fiscal visibility and performance.

Why Angela?

25 Years of Experience

100% Available

- ✔ Over 25 years of expertise in document control and configuration management for complex projects, ensuring compliance with regulatory and client information governance standards.
- ✔ Skilled in developing document and workflow processes aligned with program milestones, funding, and contract requirements.
- ✔ Proven in implementing and managing digital document control systems with standardized naming, metadata tagging, and secure access.



ANGELA HAMILL

Document Control Manager & Program Compliance

Angela has more than 25 years of business experience combined with 20 years consulting and project experience. She has developed and implemented custom document control systems, participated as a subject matter expert for new document control systems and aided in the testing and implementation of those systems. She has developed and implemented document control processes and procedures in addition to the implementation of new business processes between the client and project participating contractors/consultants from small environmental projects to multibillion dollar construction projects. She has established document quality control and quality assurance procedures and participated as a technical auditor auditing designer and contractor project document control systems for government/agency compliance and/or technical capacity. She has implemented cost-saving methods to utilize all tools within an existing document control system and has also developed custom database systems for the document control processing and management of smaller projects.

Project Experience

- » CCD East Colfax Avenue Bus Rapid Transit Project, Denver, CO, Document Control SME
- » CCD 16th Street Mall Revitalization Project, Denver, CO, Document Control SME
- » CCD National Western Center Redevelopment Program, Denver, CO, Document Controls Senior Manager

Key Personnel Workload & Level of Effort

Triunity has assembled a program management team with the capacity and focus to fully support the Vibrant Denver GO Bond Program. Each Key Personnel member's contribution and workload have been carefully evaluated to ensure the appropriate level of engagement, continuity throughout the program, and clear availability to meet the City's expectations. The following table summarizes each individual's anticipated percentage of total program effort, current and projected workload, and availability. We have proposed this team as 100% available for the program, which will be scoped, after selection, in alignment with the City.

Key Personnel, Role	% Contribution to the Total Effort	Current Workload (% Committed)	Projected Workload During Contract	Availability for Program
Stephanie Reed, Program Manager	14.2%	0%	0%	100%
Emma Devine, Communications Manager	14.2%	70%	0%	100%
John Harwell, Controls Manager	14.2%	0%	0%	100%
Amanda Cole, Program Integration Manager (Portfolio)	14.2%	50%	0%	100%
Matt Olley, PLS, Portfolio Delivery Manager	14.2%	25%	0%	100%
David Flores, Technology	14.2%	10%	0%	100%
Angela Hamill, Document Control	14.2%	35%	0%	100%
Total Program Effort	100%			

Program/Project Claims, Dispute Proceedings, or Assessment of any Liquidated Damages

Triunity was named as a co-defendant in an action by WSP related to design services for the Central 70 project in Denver. The parties settled with no admission of liability.

Triunity was named as a co-defendant in an action by LA Metro related to alleged errors and omissions associated with a rail telecommunications system. The parties have settled the dispute with no admission of liability.

Exhibit D

ACORD Insurance Certificate

Exhibit E

Task Order



On-Call Professional Services Task Order

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

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

ADD BRIEF SCOPE HERE

<p><u>TASK ORDER 0 SUMMARY</u> This Task Order (Do Not Exceed): Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No</p> <hr/> <p><u>MASTER ON-CALL CATEGORY SUMMARY</u></p> <p>Contract Expiration Date:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Maximum On-Call Category Capacity:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Remaining On-Call Category Capacity:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <hr/> <p><i>(for category-based contracts)</i></p> <p>Maximum Contract Capacity: \$ Remaining Contract Capacity: \$</p>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	Total of All Task Orders & Changes Issued:	\$ 0.00	Maximum On-Call Category Capacity:	\$0.00	Remaining On-Call Category Capacity:	\$ 0.00	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Chief Financial Officer</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Director</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Contract Manager</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> </td> </tr> <tr> <td style="border-top: 1px solid black; padding: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Controls Manager</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table> </td> </tr> </table>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Chief Financial Officer</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table>	Approved by Chief Financial Officer	Date	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Director</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table>	Approved by Director	Date	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Contract Manager</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table>	Approved by Contract Manager	Date	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Approved by Controls Manager</td> <td style="width: 20%; text-align: right;">Date</td> </tr> </table>	Approved by Controls Manager	Date
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Approved by Controls Manager	Date																								

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

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



On-Call Professional Services Task Order Change Request

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

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

Add Scope

<p><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u> Original Task Order: \$0.00 Original Task Order Duration: Calendar Days Original Task Order Completion Date: Scope Includes M/W/S/D/EBE Participation: No Previous Task Order Additions/Deductions: \$0.00 This Task Order Change (+/-): New Task Order Total (Do Not Exceed): \$ 0.00 Adjust the Task Order Completion By: Calendar Days New Task Order Completion Date:</p> <hr/> <p><u>MASTER CONTRACT SUMMARY</u> On-Call Contract Expiration Date: Total of All Task Orders Issued: Total Task Additions/Deductions (All Changes): This Task Order Change: \$ 0.00 Total of All Task Orders and Changes Issued: \$ 0.00 Maximum Contract Capacity: Remaining Contract Capacity: \$ 0.00</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; height: 60px;"> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Chief Financial Officer Date </div> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; height: 60px;"> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Director Date </div> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; height: 60px;"> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Contract Manager Date </div> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; height: 60px;"> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Controls Manager Date </div> </td> </tr> </table>	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Chief Financial Officer Date </div>	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Director Date </div>	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Contract Manager Date </div>	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Approved by Controls Manager Date </div>
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NOTE: No person shall authorize or perform any of the above task changes until this task order change form has all signatures.

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